



Holiday Rental Booking Terms and  
Conditions  
*(this is a 7 page document)*

Between the Rocks and the Sea, 22 Achtoty, Aird Skerray, Thurso KW14 7TH  
Tel: 01641521728/ 07591868824

Thank you for choosing to book your holiday rental with us. Please see below for our booking terms and conditions.

In these terms and conditions “You” or “Your” means the person named in the confirmation email. “We” or “Us” means Between The Rocks and The Sea, 22 Aird Skerray, By Thurso, Caithness KW14 7TH

**Please read these terms and conditions carefully before making your booking.**

1. We may offer you the option of provisionally holding a booking if you contact us by telephone or email. We will let you know how long we are able to provisionally hold your booking for when you contact us – if you do not confirm your booking by that time, the accommodation will be released for general sale.
2. All bookings are formally confirmed when we issue you with your confirmation email and you have paid the amount due in full. Your confirmation email will set out the dates of your booking, the total amount payable for your booking and the dates on which payments are due. If requested we can issue a confirmation invoice by post.
3. You, as the person making the booking, will be responsible for all members of your party. You, as the person in charge of your party, must be at least 18 years old at the time of booking.

**Paying for your accommodation**

4. All bookings must be paid for in full at the time of booking.
5. Your booking becomes valid once you have paid the full amount due after availability has been confirmed by email from us for your required dates. Payment is made by bacs transfer (details will be emailed once dates have been confirmed) referencing your name and arrival date (eg. Smith02042015). Following payment, we will send you an email to confirm the booking. Prices include taxes. Your contract with us will be on the terms set out in these terms and conditions.

**Pricing for our accommodation:** We periodically review and amend the prices we charge for our accommodation. For the most up to date pricing information please check our website or call us on 01641 521728. We will confirm the price of your accommodation at the time you make your booking.

6. The stated price given on our website, by telephone and on our publicity, includes all charges for water, electricity, and oil. Please note you will need to supply your own fuel for our multifuel stove should you choose to use it.

## **2. If you want to cancel your booking**

1. If you wish to cancel a confirmed booking you must let us know by email or in writing as soon as possible. Your booking will be cancelled with effect from the day we receive your email or written notification.
2. The closer your cancellation is to the start of your booking, the less likely we are to recover the cost of your booking by re-selling your accommodation. We are a small business with limited resources Our cancellation charges therefore increase as your start date approaches. For the purposes of the information below, the total cost means the total amount payable in relation to your booking, as set out in your confirmation email.

### No. of days prior to holiday start date cancellation charge

More than 29 days 50% of the total cost

28 days or less after holiday start date 100% of the total cost

## **3. If you want to change your booking**

1. If you want to change any detail of your confirmed booking you must let us know by telephone, by email or in writing as soon as possible.
2. Whilst we will do our best to accommodate you, we cannot guarantee that we will be able to meet any request for changes. Please note that it is not possible for us to change bookings less than two months before the start date.
3. If we do change your booking, you must pay us a charge of £25 to cover the costs we incur in making the change to your booking. You must also pay us any additional rental costs due as a result of the change – we will confirm the amount of any additional rental costs due at the time we change your booking. If your rental costs are lower as a result of the change – we will refund you the difference at the time we change your booking.
4. To avoid misunderstanding, we recommend you insure against cancellation.

## **5. If we need to change or cancel your booking**

1. We do not expect to have to make changes to your booking, however sometimes problems happen and bookings have to be changed or cancelled. We will only change or cancel your booking if necessary to perform or complete essential remedial or refurbishment works or for other reasons unforeseen at the time you made your booking which are beyond our reasonable control.
2. If we can reschedule your dates with your permission, we will endeavour to do so.
3. If we do need to change or cancel your booking, we will only be responsible for foreseeable losses that you suffer as a result of that change or cancellation and we will not be responsible for any unforeseeable losses you suffer as a result of that change or cancellation. A loss is

foreseeable if it is an obvious consequence of our change or cancellation of your booking or if it was contemplated by you and us at the time we entered into this contract.

4. Refunds will be made by bacs transfer into your chosen bank account.

## **6. Visitor standards and behaviour**

1. You will be provided with a welcome pack at your accommodation that contains important information about your stay with us. Please ensure that you and your party read the welcome pack carefully on arrival. You must also ensure that you and your party familiarise yourselves with the layout of the accommodation and the location of the fire exits.
2. You must only use the accommodation for the purposes of your holiday. You must not use the accommodation for any other purpose, including for any business purposes.
3. You must keep the accommodation and its contents clean and tidy and leave them in the same condition as when you arrived.
4. You must not use the accommodation, or allow it to be used, for any dangerous, offensive, noisy, illegal or immoral activities. You must not cause any nuisance or annoyance to any neighbours or anyone else during your stay.
5. Smoking is not permitted in any part of your accommodation. You and your party must not smoke inside your accommodation or in the garden. You and your party must not use candles, fireworks or Chinese lanterns at your accommodation. You and your party must not use disposable barbecues but may use the provided barbecue space.
6. If your accommodation has an open fire, stove or woodburner, you must comply with the instructions found in the welcome pack, particularly regarding the appropriate fuel to use for your safety.
7. Dogs are not permitted. Assistance dogs are permitted, this may incur an extra cleaning charge. You must notify us at the time of booking if you wish to bring an assistance dog with you.
8. Please note that if you do not comply with the standards and behaviours set out in this Section 6 we may need to exercise our rights under Section 10 ("Our right to evict").

## **7. Maximum occupancy for your accommodation**

1. You must ensure that the maximum number of persons occupying the accommodation does not exceed the maximum occupancy limits set out in our brochure and on our website. You must not bring additional camp beds to the accommodation.
2. We set maximum occupancy limits in line with the facilities and equipment available. Exceeding the maximum occupancy limits can overload facilities and lead to extensive damage. As such, we reserve the right to require you to leave the premises (without any compensation) if you exceed the maximum occupancy limits as described in this Section 6.
3. If you wish to hold a party or other celebration at the accommodation that would cause you to exceed the maximum occupancy limit, you must obtain our written permission in advance.

## **8. Damage to the accommodation or its contents**

1. If you discover that anything is missing or damaged on arrival at your accommodation you must notify us immediately on 07735 389804. If you do not notify us we will assume that you caused the relevant damage or loss. You will be responsible for 100% cost of any damage you or your party cause to the property or its contents.
2. **Missing Items:** We reserve the right to charge for missing items

## **9. If you have a problem or complaint**

1. We take care to ensure that our accommodation is of a high standard. However, if you have any problems with your accommodation, please contact us immediately and give us the opportunity to resolve it.
2. Please note that we will not tolerate any verbal or physical abuse towards any of our staff or representatives.

## **10. Our rights of access**

1. Our staff or contractors may need to access your accommodation if there is an unforeseen problem, to investigate a complaint you have made, or to perform certain routine property checks. If this happens, we will do our best to let you know in advance of the date and time that we will need access.
2. If your stay with us lasts more than seven days, our staff or contractors will need to access the accommodation in order to perform a service clean and to change the linen.
3. If we do need to access your accommodation for any reason we will always try to access the property at reasonably convenient times (other than in the event of an emergency).

## **11. Our right to evict**

1. We may terminate our contract with you and ask you to leave your accommodation immediately (without any compensation being payable) if:
  - a. we consider that you or your party have committed a serious breach of these terms and conditions;
  - b. we consider that your or your party's behaviour endangers the safety of our visitors or staff;
  - c. any complaints are made of anti-social or unacceptable behaviour against you or your party;
  - d. you or your party cause an unreasonable amount of damage to the property or its contents; or
  - e. you exceed the maximum occupancy limit for your accommodation.

## **12. Our liability to you**

1. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is foreseeable as a result of our breach of these terms and conditions or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.
2. Nothing in these terms and conditions is intended to limit our liability for:

- . death or personal injury caused by our negligence;
  - a. fraud or fraudulent misrepresentation on our part;
  - b. any breach of the terms implied by Section 2, 3, 4 and 5 of the Supply of Goods and Services Act 1982; or
  - c. defective products under the Consumer Protection Act 1987.

**Liability:** We do not accept liability for any damage, loss or injury to any member of your party or any vehicle or possessions.

### **13. Events beyond our control**

1. We will not be responsible for any failure to perform our obligations under these terms and conditions that is caused by an event outside our control.
2. An event outside our control means any act or event that is beyond our reasonable control, including without limitation fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, strikes or industrial action by third parties, terrorist attack or threat of terrorist attack, war or threat of war, civil commotion, riot, invasion, or failure of public or private telecommunications networks.

### **14. Some practical information for your stay**

1. Your check-in and departure times will be set out in your confirmation email. Check-in is available from 4pm on the first day of your stay and departure is required before 10am on the last day of your stay. If you do not leave the accommodation by the required departure time we reserve the right to charge you a late checkout fee to cover any costs we incur.
2. If you leave any of your possessions behind at your accommodation, please contact us as soon as possible. We reserve the right to charge you for any storage and delivery costs that we incur in relation to your lost property.
3. You are welcome to store bicycles and outdoor equipment at your own risk. We do not accept any liability for loss or damage of your possessions.
4. The key for Between the Rocks and the Sea will be stored in a key safe on the outside of the property, details for accessing the key safe will be made available once you have confirmed your booking.
5. There is parking available outside the property.

### **15. Data Protection**

Some of the data gathered during the course of a booking may be held on computer. We would like to hold this data after your visit to be able to inform you of future offers. If you would prefer us not to hold this information please let us know. We will use such personal information in accordance with relevant data protection legislation. You warrant and undertake to us that all of the personal information you provide us with is complete and accurate. We will not disclose any personal information which is provided by you during the provision of such services to you to any third party without your permission, other than

- To any subcontractors or agents engaged by us to provide any support or administration, facilities management or similar services (subject to the subcontractors and /or agents undertaking to keep such personal information confidential);
- To any company or organisation to which we transfer our responsibilities to provide these services and products to you; or
- Where required by law or made in connection with legal or regulatory proceedings.

We may log traffic data to assist us with the implementation of our terms and conditions and our fair use policy, although it is our policy to respect your privacy.

## 16. Governing Law

1. These terms and conditions are governed by English law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts.

## 17. Discounts and offers

1. Discounts are only valid on new bookings and therefore the offer cannot be applied after a booking has been made.
2. Discounts cannot be combined with any other offers or discount.
3. Discounts must be booked by the time and date stipulated on the individual offer.
4. Between The Rocks and The Sea reserves the right to change the terms and conditions of any offer at any time without prior notice by amending these online. Once we start an enquiry with the offer it cannot be altered or changed.
5. Between The Rocks and The Sea booking terms and conditions apply on all bookings made with or without a discount.

**Children:** We are family friendly although please note we do not have any stair gates and it is an old house. We have a highchair and also a cot available, please reserve at time of booking. Please note, we do not supply cot bedding.

**Pets:** We do not accept any pets in the house or in the garden.

**Wi-Fi Access:** By using our Wi-Fi Service you automatically agree to the terms and conditions of use below (the "Terms"). If you do not agree to all of the Terms, please do not use the Service.

## Internet Services

Between the Rocks and the Sea Bed and Breakfast ("we" / "our" / "us") provides you with access to the internet in most parts of the building. By accessing the service using either medium you are agreeing to obey the terms and conditions listed below (the "Terms"). If you do not agree to the terms, please do not access the service.

## The Terms: Fair Use

We would like to ensure that all of our guests have an enjoyable internet experience whilst staying with us. We have therefore implemented a 'fair use' policy to ensure that we can continue to provide a fast

and reliable service. If you do not use file sharing software or download large files from the internet then you should not be affected by our fair use policy.

We reserve the right to restrict or deny you access to the network.

**Live streaming:** we do not hold a TV license, so please do not watch live TV on any electrical device. We reserve the right to block your internet access should you do this.

**Our Obligations to You:** We will use our reasonable endeavours to ensure that you are provided with uninterrupted service 24 hours a day. We will not be liable however, for any reason if the service is not available at any time for any period (this may be due to the weather), nor for any loss of data or damage to the equipment you suffer as a result of using our service. We may suspend access at any time and for any reason, including routine or emergency maintenance of the servers. For this reason we strongly recommend that you regularly save any work you are doing whilst using the service.

**Your Obligation to Us:** The service we provide is intended to be used for general purposes, including accessing the World Wide Web, email, messaging services and forums. You undertake to us that you will use the services responsibly and that you will behave in a lawful, honest and proper manner when accessing the services. Without prejudice to any other provision of this agreement, we may terminate your use of the service at any time without notice if we become aware of any behaviour that has a negative effect on our equipment or network or which damages, or has the potential to damage, our reputation.

Without prejudice to the generality of the paragraph above, you may not: use the service for any illegal purpose (including but not limited to breaching any intellectual property or computer misuse legislation and downloading or uploading any illegal material); send any unsolicited commercial email (or "spam") or any activity relating to it; carry out any "hacking" activities such as attempting to access systems without authorization or carry out denial of service attacks.

**General:** We reserve the right to amend these terms and conditions at any time.