

HIGHLAND SPACES

TERMS & CONDITIONS OF BOOKING CONTRACT

When you submit a booking via our online reservation system you will receive an automatically generated booking summary by email to the email address you provide in the booking form. This does not form a contract between us. A contract shall only arise when your booking is subsequently confirmed by confirmation email. At this point you will have accepted our terms and conditions.

RESERVATIONS

The reservation is only confirmed when the booking fee has been received. The booking contract is between the client/hirer and Highland Spaces. The booking fee (deposit) of 50% of total cost is taken at time of booking if booked over 6 weeks in advance, the balance being payable 6 weeks prior to arrival date.

If the balance of any rental is not paid by the due date, the booking will be treated as cancelled. Any bookings within 6 weeks of arrival must be paid in full on booking.

Christmas, New Year and Easter bookings must be paid in full at time of booking and are non-refundable. Subject to availability, changes to the length of reservation can be made up to 48 hours before the day of your arrival (no changes can be made after this time).

Please contact us within 24 hours if you wish to amend your booking- this will be done free of charge. All subsequent changes made are subject to a £20.00 administration fee per booking. Any difference in price will be charged in addition to the original booking. **Please note that if the total price of the new reservation is lower than the original booking, no refund will be made.** Changes can only be made by contacting our reservations team, please telephone: 07760260137 or email contact@highlandspaces.com

CANCELLATION POLICY

Any cancellation made by the client/hirer for any reason must be made in writing (by email) directly to contact@highlandspaces.com

We understand that sometimes things don't go quite to plan, however, below are our cancellation terms for your stay.

If cancelled more than 12 weeks prior to your stay- full refund

If cancelled less than 12 weeks prior but more than 28 days prior to your stay- deposit retained, or 50% refund for those who have paid full price upfront.

If cancelled 28 days or less from your stay- 100% of booking cost retained

Due to the popularity of bookings for Christmas, New Year and Easter, the above rearrangement terms and conditions do not apply.

We strongly advise that guests take out a travel insurance policy which covers booking cancellations. This is available at very affordable rates and gives you the peace of mind that you will get your money back if you need to cancel your holiday.

CANCELLATION BY THE PROPERTY OWNER

The property owner will endeavour to make sure the stated property is available for the dates contracted. In the unlikely event the property becomes not available and the property owner has to cancel the booking, the property owner will endeavour to find the holidaymaker suitable alternative accommodation. If suitable alternative accommodation cannot be found, the holidaymaker shall be entitled to a full refund. The property owner shall only be liable to return the monies received. No compensation or consequential losses shall be paid.

ARRIVAL & DEPARTURE

Guests are welcome to check in from 4:00pm. In order that the property can be thoroughly cleaned and prepared for the next arrival, departure time is 11:00am – we ask for your understanding with this as all good things take time!

OCCUPANCY

The number of persons occupying the property must not exceed the maximum number stated on the booking. If it is found that more people than agreed are using the property this will be considered a breach of contract and the holidaymaker and their party will be asked to leave immediately without any refund. The names and addresses of all members of the party must be shared with the Owners. If the Guest wishes to hold any function or celebrations exceeding the occupancy limit it must first obtain the written permission of Highland Spaces. If permission is granted an additional charge will be made.

CARE OF PROPERTY

Guests are asked to leave the property clean and tidy. Accidents happen, we ask that any breakages or damage (accidental or otherwise) should be reported immediately to Highland Spaces. Failure to do this may result in you being charged for any breakages or damage. Any missing inventory from the property on your departure may also be charged for.

DOGS

Dogs are welcome to some of our Spaces (but not in the hot tubs!). We do ask that they are house trained, kept under proper control and not allowed on the furniture or beds. They must not be left unattended in the property unless crated and unlikely to cause a noise disturbance. Dog hairs are to be removed from carpets and all dog waste collected and disposed of. Dog owners will be held responsible for any damage caused to the property, contents or garden by their dog and for any extra cleaning required. When out walking within the property grounds or surrounding area, you must ensure that dogs are kept under close control. They must not be allowed to disturb livestock, deer, birds.

FIREWORKS

Fireworks are not permitted.

SMOKING

Smoking is not permitted in any of our Spaces and a flat fee of £500 will be made if there is any evidence of smoking within the property.

LIABILITY

Highland Spaces will not be held responsible for any loss or damage to guests' personal property vehicles etc. whilst visiting The Tabanacle.

NOISE

Highland Spaces is a mixture of a private home and holiday Spaces. Excessive noise or partying will not be tolerated and will result in ejection from the property.

CHILDREN

Guests must accept responsibility for the safety of their children at all times whilst visiting The Tabernacle, Stella and its grounds or renting Shakti. All children (a person under 16 years of age) must be accompanied by an adult and must be supervised by an adult at all times. You must take particular care when children are around animals, fire, equipment and water. Of course, The Tabernacle has been and remains home to a number of children, but the environment does come with its own risks. Be especially careful of the Hottubs, the Well, out door fire pits, and the woodburning stove.

TRAVEL COTS & HIGHCHAIRS

Travel Cots or Highchairs are not provided, nor do we provide stairgates.

KEYS

There will be a £25.00 charge should a guest lose or damage The Tabernacle Keys. Failure to return keys on departure could also incur the same charge.

Stella does not require a Key. But if the key code has been damaged a £25 fee will be charged.

To replace Shakti's Van Key the guest will need to pay the cost of a Fiat dealership replacement, this is in the region of £200-£300. If Shakti's gas or water tank key is lost or damaged there will be a £25.00 charge.

CARE OF THE PROPERTY

You are responsible for the property and or Van and are expected to take all reasonable care of its furniture, pictures, fittings and effects, in or on the property or Van. You must leave them in the same state of repair and in the same clean and tidy condition at the end of the rental period as at the beginning. You undertake and leave the property and Van secure if left unoccupied during the period of let. You must not use the properties or Van for any dangerous, offensive, noxious, noisy, immoral activities (Damn, this rules out all fun!), or carry on there any act that may be a nuisance or annoyance to the owner or other neighbouring properties.

HOT TUB USE

The reservation is confirmed when the booking fee has been received. The booking contract is between the client/hirer and Highland Spaces. Once the client/hirer enters in to this agreement with Highland Spaces they also agree to the Hottub disclaimer that is at the end of the terms and Conditions. We ask that all guests read the disclaimer before entering their hottub. We will not accept any responsibility for the guests when using the hot tubs, they enter all Hottubs at their own risk. We ask that they follow all rules stated in the Hottub disclaimer for their own safety. Any children who enter the hottubs are the sole responsibility of our guests and must be supervised at all times.

DAMAGES & BREAKAGES

You are legally bound to reimburse us for replacement, repair or extra cleaning costs on demand (although we will not charge for the odd glass or plate).

INTERNET ACCESS

Internet access is provided for guests' use in all our Spaces except Shakti. You agree to reasonable and lawful usage of this service.

In this remote area internet is to be expected to be very slow and superfast is unlikely to reach us anytime soon.

We give no guarantee that internet access will always be available as due to the rural area broadband can be affected by weather and if any damage occurs it will take a long time for repairs to be done. No refunds or compensation will be offered or paid should there be no internet access.

MOBILE PHONES

Please note there is mobile signal available at our properties for most networks. 4G is often the most reliable wifi signal available.

OPEN FIRE & WOOD BURNERS

The Tabernacle has an independent modern heating system. In addition it has a woodburner and is supplied with a basket of logs along with a starter supply of kindling and firelighters. Extra can be purchased from Gatehouse Nursery, Aberfeldy PH15 2EL [01887 820472](tel:01887820472) or Girvans 3 Bank St, Aberfeldy PH15 2BB, [01887 820254](tel:01887820254).

Stella has independent modern heating systems and does not have a fire for heating.

Please do not help your self to The Tabernacle hard wood supply in the woodshed to burn in the fire pits. If you require wood for the fire pit this can be organised by contacting the HighlandSpaces, or collected from the forests beside the house. Alternatively it can be purchased from Gatehouse

Nursery, Aberfeldy PH15 2EL [01887 820472](tel:01887820472) or Girvans 3 Bank St, Aberfeldy PH15 2BB, [01887 820254](tel:01887820254).

Guests found helping themselves to private wood supply will be charged and asked to leave with no refund.

SEVERE WEATHER

Due to our steep driveway guests may struggle to drive up to the Spaces during severe weather. We do provide parking spaces at the bottom of the drive, it is marked as 'Tabernacle Parking'

In the event of excessive rain, Polplar Ave, Aberfeldy can be closed.

<https://www.google.com/maps/place/Poplar+Ave,+Aberfeldy/@56.623275,-3.8796858,17z/data=!3m1!4b1!4m5!3m4!1s0x4888a43ab5c8f45f:0x982f112f2f9d0e71!8m2!3d56.623275!4d-3.8774971>

If this happens you can access the village of Dull by going via Kenmore or take the Strathtay road, crossing the bridge at Grandtully and turning left towards Weem.

For up to date information and to plan your journey in the event of extreme weather, please check the local Facebook forum:

<https://www.facebook.com/groups/1642788812654611/>

During severe weather there is a chance that power cuts can and do occur. As the repair and restoration of the electricity supply is out with our control we cannot guarantee when it will return, and no refunds or compensation will be offered or paid.

During severe weather the parking area and paths may be icy. Please take not to slip.

COMPLAINTS

Every endeavour is made to ensure your stay with us is memorable for all the right reasons. However, we do recognise that from time to time things do go wrong. In these circumstances it is the responsibility of the holiday maker to make any such problems known to the property owner or their representative immediately it becomes apparent thereby giving the property owner the opportunity to correct the situation. Unless this procedure is followed, no subsequent claim will be entertained.

The property owner will make every endeavour to rectify any identified problems as soon as is reasonably possible.

CIRCUMSTANCES BEYOND THE CONTROL OF THE OWNER (FORCE MAJEURE)

If for any reason we have to cancel your booking in advance due to circumstances beyond our control for example fire, flood, exceptional weather conditions, epidemics, destruction/damage to the property (“force majeure”) you will be refunded the full amount of the booking. If we have to terminate your holiday early for the above reasons you will be refunded part of the booking fee based on the time remaining of the booking. This will be the full extent of the liability of the Owners. No additional compensation, expenses or costs will be payable.

The property is let 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 the right to occupy the accommodation for the agreed period only. You undertake to use the property solely for its purpose as self-catering accommodation and to accept the Owner’s right to refuse access to the accommodation to any person, whether the client/hirer or guest of the client/hirer, deemed unsuitable. Causing a nuisance or disturbance to neighbours or any unreasonable behaviour may result in the Owner requiring the guest/hirer or their guests to leave.

HighlandSpaces HotTub disclaimer;

1. Always keep the hot tub covered when not in use. This will conserve energy and more importantly prevent animals and young children from falling/climbing in. It will also help prevent dirt and debris from getting in. Always drain any standing water from the cover.
2. If your hair is long, put it up in a ponytail or bun to avoid getting it caught in the filter or drain.
3. The temperature is set @ 38 Celsius degrees = 100 Fahrenheit, please don't play with the temperature control, note; If you increase the temperature Make sure the hot tub is at the appropriate temperature, taking in to consideration the people who will be using it. Children should never be in a hot tub if the water is warmer than bathwater (about 90 Fahrenheit = 33 Celsius degrees). For adults, maintain the water temperature below 104 Fahrenheit = 40 Celsius degrees.
4. Avoid drinking alcohol or using drugs in the hot tub. The hot water will amplify and speed the effects of any alcohol or drugs. Alcohol makes you drowsy, and falling asleep in hot water can be very dangerous. In addition to the risk of drowning, your body cannot regulate its temperature as well when you are asleep, which can lead to dangerous overheating.
5. Similarly, avoid using the hot tub when overly tired, or at least have a more alert person join you to wake you up.
6. Never use electrical devices (including phones, radios, TVs or any other corded device) in or near the hot tub. If you must have one nearby, use a battery-powered device and place it on a table a safe distance from the water. Be sure all electrical outlets are a safe distance from the hot tub as well, in keeping with local building codes. Corded devices and outlets present a real risk of electrocution if they get wet!

7. Always shower with soap and water before and after using a hot tub. . Please remove facial foundations and fake tan before using the hot tub. Failure to do so will cause the hot tub to change colour and can result in an alteration in Ph. Showering before will prevent lotions and skin oils from gunking up the filter and prevent bacteria from entering the pool, and showering after will help remove any chemicals or bacteria that linger on your skin, preventing rashes and infection

8. Be cautious when using the hot tub during the winter. If the temperature outside the hot tub is below freezing, water splashed over the edge can quickly freeze into slippery ice. Be careful when exiting the hottub

9. Your reservation is confirmed when the booking fee has been received. The booking contract is between the client/Hirer and HighlandSpaces. Once the client/Hirer enters into this agreement with HighlandSpaces they also agree to the hot tub disclaimer terms and conditions.

Use your common sense and enjoy!

I the client/hirer agree to the disclaimer