

HIGHLAND SPACES

Payment: A deposit of 30%, or payment in full for bookings within 8 weeks of the holiday date, is payable at the time of booking. Confirmation will be sent by email upon receipt of the deposit. The balance of the cost of the holiday is due 8 weeks before arrival. We reserve the right to relet the property if final payment is not received by the due date. You are strongly advised to book via our online booking system, accessible from our website. The person making the booking is responsible for all payments.

Booking: Late payment of the final balance for your booking contravenes the terms and conditions you have agreed to when placing your booking. This could affect your entitlement to a refund if you should have to cancel for any reason, including Coronavirus.

Confirmation documents: Confirmation documents will be sent to you via email. It is your responsibility to check all the booking details are correct. Any errors should be notified to HighlandSpaces immediately. HighlandSpaces cannot be held responsible for any errors that are not drawn to their attention at the time confirmation is issued/received.

Cancellation of bookings: A booking with us forms a legal contract. If you are unable to take up the property booking you are still liable for the full cost. You should notify us as soon as you are aware of the need to cancel. If we are able to re-let the property for the same period, and you do not have holiday insurance cover, we will consider refunding, or deduct from what is owed, any such rental monies received, or due to be

paid, less the deposit paid. This will be done entirely at the discretion of HighlandSpaces and we are under no obligation to do so. In all circumstances the deposit is non refundable. Should we have to cancel your booking due to circumstances beyond our reasonable control, in relation to that specific property, (i.e. property not fit for use due to leak, fire damage, storm damage or similar) we will make every effort to offer or find alternative accommodation at one of our other properties. However, if this is not possible all monies paid to us in relation to the booking will be fully refunded. Our liability will not extend beyond this. In the event of a cancellation due to government guidelines or law, we will postpone your booking and issue you with a voucher for the value paid so that the booking can be rescheduled at a later date. In these types of circumstances where the situation is out of our control, refunds will not be given.

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 email bookings@highlandspaces.com

In relation to Coronavirus during 2021 and 2022, if your booking has to be canceled due to government guidance or regulations, we will provide a refund minus the booking fee and an administration fee of £75. Alternatively, if you would rather postpone, we can provide you with a voucher for the full amount, minus the booking fee or amend the dates of your booking for a later date. If your booking is able to go ahead (i.e. there are no restrictions in place to stop it) but you or a member of your party have contracted Coronavirus and are unable to take up the booking, a refund will not be given and you should ensure you have travel insurance to cover you for cancellation due to illness.

Insurance: We strongly advise that you take out suitable travel or cancellation insurance to cover all types of eventualities relating to your travel arrangements, i.e. flights, trains, car hire etc.

Limitation of liability: Whilst all guidance issued by the Scottish government in relation to cleaning protocols is fully adhered to by our cleaning service to prepare the spaces for your arrival and whilst all other reasonable steps are taken, we would remind guests that you stay at our properties entirely at your own risk and, to the extent legally permitted, without liability on the part of anyone else save for death or personal injury caused by their negligence. We remind guests that they are also responsible for following Scottish government guidance and protecting themselves both inside and outside of the property. When placing a booking, it is the responsibility of the guest to ensure they are complying with all current Scottish government guidance and regulations.

Covid-19: If any member of your party starts to display symptoms of Covid-19 (or any other notifiable infectious disease), your whole party must immediately vacate the property and notify us of the situation. If you fail to do this and the person becomes too ill to travel, resulting in you having to remain in our property beyond the date of your booking, you will not only be liable to pay for the additional rental period in full but you will also be expected to compensate any guests whose booking has to be canceled due to your extended occupancy.

Availability: Check-in is 3.00pm for Stella and 4.00pm for The Tabernacle. It is a strict requirement that the property is vacated by 11:00am on the day of departure. We reserve the right to make an additional charge if you depart late and we have to incur extra cleaning costs to prepare for the next booking.

We ask for your understanding with this as all good things take time!

Check in and departure times may be subject to change in order to allow us time to follow cleaning protocols set by the Scottish or UK government in relation to Covid-19 or any other such public health issue.

Property: Nothing in these terms or in the booking procedure will imply any form of tenancy agreement. All properties are let solely on a holiday use basis, for the days agreed. You are required to take all reasonable care to protect the property and its contents and to ensure that it is left fully cleaned, tidied and free of glass before your departure. We reserve the right to make additional charges to cover costs we may additionally incur to prepare for the next booking for properties not reasonably left

as found on arrival. The number of people occupying the property shall not exceed 4 for the Tabernacle or 2 for Stella, as stated for the property and as agreed at the time of booking. Guests are expected to show consideration and respect to neighbours of the property at all times, especially in relation to noise. Parties are not allowed in or on the property or outside music.

Damages and Breakages: A security/good housekeeping deposit will be required in the form of a pre-authorised payment from your credit card for each booking. This pre-authorisation will be processed 7-10 days prior to your arrival date. In the event of deductions being required, full details of deductions i.e. damage, breakages or extra cleaning required, will be provided. Any payment due will be taken from your credit card within 10 days of guest departure.

You are fully responsible for any damage or breakage you or members of your party cause to the property, contents or grounds and the costs arising from the same. You are asked to report any such damage or breakage at your earliest convenience to enable repair or replacement to be arranged as soon as possible. If such costs exceed the pre-authorised deposit figure, then you agree and undertake to make good the difference within seven days of being invoiced for them.

Fireworks: Fireworks are not permitted.

Candles: Candles are not permitted

Children: Guests must accept responsibility for the safety of their children at all times whilst visiting The Tabernacle, Stella and its grounds. 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, steep steps, equipment and water.

Travel cots and highchairs: Travel Cots or High chair are not provided, nor do we provide stair gate.

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 £100 fee will be charged to replace the mechanism.

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 into this agreement with Highland Spaces they also agree to the Hottub disclaimer. We ask that all guests read the disclaimer before entering their hot tub. We will not accept any responsibility for the guests when using the hot tubs, they enter all Hot tubs at their own risk. We ask that they follow all rules stated in the Hottub disclaimer and the Hot tub rules placed beside the tub, for their own safety. Any children who enter the hot tubs are the sole responsibility of our guests and must be supervised at all times. In line with Scottish health and safety Hot tub regulations, a Hot tub testing kit can be found with instructions for use on the kitchen table of the space. It is the guest's responsibility to read and follow these instructions and record the relevant information on the

sheets provided, throughout their stay. Failure to do this is the sole responsibility of the guest and Highland Spaces will not be held responsible for the condition of your hot tub water if the rules are not followed or the appropriate tests carried out.

Electronic Hot Tub Signatures: Each party agrees (the client and the company) that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature

Choice of Law: This contract will be governed by and construed in accordance with Scots Law. Each of the parties to this Agreement irrevocably agrees that the courts of Scotland shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in connection with this Agreement or its formation or validity and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of Scotland.

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' While we will do everything we can to clear the road prior to your arrival we do not take responsibility for you not being able to drive up the drive, no refunds or

compensation will be offered or paid in the event that you can't make it up the drive.

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 of 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 care 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 HighlandSpaces immediately it becomes apparent, thereby giving HighlandSpaces 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.

Dogs: Please see individual property details, as only the Tabernacle accepts pets. In properties that do accept pets, there is a £20 charge per dog. Guests with pets are expected to ensure that animals are not allowed on any furniture or in bedrooms. Dogs must not be left unattended in a property at any time. Pet owners must not allow fouling in gardens and are expected to 'pick up' after their dogs please. A specific dog bin is provided for dog mess, we ask you to empty the bin and take it away with you on your departure. Please do not leave any dog mess for our

cleaning team to deal with. Any evidence that these rules have not been adhered to may result in a charge from your deposit.

Lost Property: Any items of clothing, toys, phone chargers etc left behind in the house after your departure will not be returned. Such items will be donated to our local Thrift Shop. Any valuable items such as jewellery, mobile phones, tablets/laptops etc will be returned and the costs for postage and packing, as well as an administration fee of £20, will be taken out of your deposit. It is therefore vital that you check the house thoroughly before leaving and ensure that you have ALL your personal possessions with you.

Internet access: Internet access and WiFi, where provided, are done so on a complimentary basis. Due to the rural location of our property, Broadband speeds can be variable and often unreliable at peak times. This is out of our control and we cannot be held responsible if access is not available at any time during your stay. We work on a fair use policy and any unreasonable or excessive use of data may be charged for.

Smoking: In the interests of safety and for the comfort of future guests all

properties are strictly no smoking. If anyone smokes within a property then an additional deep cleaning charge of £500 will be applied.

Advertising: We make every reasonable effort to ensure that any advertising that exists is up-to-date and accurate. However, we reserve the right to make changes as required and accept no liability for minor inaccuracies. Guests are required to ensure that the information they may have seen is recent and up-to-date. All information is given in good faith.

Liability: We do not accept any liability for injury to persons or loss or damage to vehicles, their contents or anyone's personal possessions arising out of the let of the property or the use of the properties' facilities or equipment. You undertake to indemnify us from any liability for damage or injury, however caused by you or any member of your party to any third party, the property or to the properties' facilities or equipment.

Access: We retain the right to enter the property at any reasonable time for the purpose of repair work, inspection etc. We will normally make all reasonable efforts to give forewarning.

Village Complaints: If we receive complaints about you or your party, we will bring these to your attention. If the cause of complaint continues we reserve the right to ask you to leave immediately without compensation or reimbursement of monies paid. We would remind you that parties are not allowed in or on the property and the number of guests should not exceed the number stated on the booking at any time during your stay unless agreed by us. We do not allow music to be played outside out of respect to our neighbours and the tranquility of the village.

Your Personal Data: For the purposes of our booking contract with you, we will store the personal data you provide on your booking form and use it for the following:

- Administering bookings
- Dealing with your enquiries and requests
- Providing information about products and services –
- Your data will be kept for a period of 3 years and will be stored on our secure booking system.

Legal: This agreement shall be governed by and subject to Scottish Law. Should any clause not be permissible in Law, the remainder of the contract shall remain valid. None of the above shall affect your statutory rights.