

# Boreland Farm Limited (Boreland Loch Tay) Terms and Conditions



**BORELAND LOCH TAY**

[www.borelandlochtay.co.uk](http://www.borelandlochtay.co.uk)

## **Contract between:**

### **Boreland Loch Tay (owner) and you (Booker)**

#### **Interpretation**

1. Reference to any statute or any statutory provision includes a reference to a) that statute or statutory provision as from time to time amended, extended or re-enacted or consolidated and b) all statutory instruments or orders made pursuant to it.
2. Words denoting the singular number only shall include the plural and vice versa.
3. Unless the context otherwise requires references to any clause, sub clause or schedule is to a clause, sub-clause or schedule of or to this agreement
4. The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this agreement
5. The Booker is the person who accepts this contract on behalf of themselves and all persons staying at or visiting the property during the period of this booking. Acceptance will be deemed to have occurred within 24 hours of having made a provisional booking or payment unless an objection to any of the terms has been sent and acknowledged by the owner.

#### **Terms and Conditions**

1. The Booker and the owner acknowledge that this agreement forms the entire agreement between the owner and the Booker acting on behalf of all the persons resident at the property during the booking period and where any of the booking terms and conditions are deemed unenforceable then all other parts of this agreement shall remain in full force and operation and shall be enforceable between the parties.

Unless otherwise referred to, reference to the 'Booker' applies to the person authorised to agree to the booking conditions on behalf of all persons who shall be staying at the property during the booking period (the Booker).

The use of the accommodation and facilities are entirely at your own risk and no responsibility will be accepted for injury, loss or damages to the user, their belongings or their motor vehicles. You must make a full risk assessment of your use of any equipment in the house including infant and child equipment and you use all equipment at your own risk.

The rental of the property does not include or guarantee the availability of additional sporting activities which are available to be booked separately with the owner.

2. **The Rental**

The Rental confers upon the Booker the right to occupy for a holiday as mentioned in the Housing Act 1988 Schedule 1 Paragraph 9 and any equivalent or similar provision under the

laws of Scotland and the Booker acknowledges that the rental granted by this Agreement is not an assured tenancy and that no statutory periodic tenancy or protected tenancy or equivalent or similar tenancies under the laws of Scotland will arise. Bedding is provided but towels are not. Unless on a pre-agreed catered package, this rental is on a self-catering basis and the booker is expected to leave the rental in the same state in which they found it, recycling bins with additional bin bags are provided and all the necessary cleaning equipment for washing up etc is provided also. Please ensure all guests take outdoor shoes off at the front door.

### **3. Acceptance of these terms**

The Booker acknowledges that he, she or they are authorised to accept these terms and conditions on behalf of all those persons who will occupy the property and that he, she or they and those persons who will occupy the property are aware of the booking terms and conditions and have agreed to be bound by those conditions and shall be a member of the party occupying the property and are required to acknowledge the following:

- i. The maximum number of people who will be staying at the property during the booking period.
- ii. These booking terms and conditions shall be subject to English law and time shall be of the essence.

### **4. Payment Policy**

- i. You must pay a booking deposit of 20% within 5 working days of the initial enquiry. The booking will be confirmed once the owner has received the deposit.
- ii. The balance of the fee must be paid no less than 4 weeks prior to your arrival date.
- iii. The £300 security deposit must be paid two days prior to arrival. Full details of access and directions to the property will be sent 1 week prior to arrival with the reminder that the security deposit is due.
- iv. In the case of bookings made within 4 weeks of the commencement of the holiday the full amount and the security deposit must be paid at the point of booking.
- v. Payments can be made by cheque, credit/debit cards, PayPal link or bank transfer made payable to Boreland Farm Ltd.
- vi. Payments by credit card are subject to a surcharge of 2% for Visa and 3% for American Express. There is no surcharge for debit cards.
- vii. Security Deposits. Providing that you, the Booker, email to Boreland Farm Ltd., a report of any breakages or damage done to the property during your stay or a report that none has occurred together with your bank account number and sort code, in normal circumstances your security deposit will be refunded within 5 working days of the contracted date of departure unless damage to the property and/or its fixtures and fittings has been reported or discovered by us.
- viii. In the event of loss or damage being discovered we reserve the right to deduct an amount equal to the cost of repairing, replacing or making good the loss/damage (including any labour costs) from the Security Deposit and will refund the balance. In the event that the costs incurred exceed the value of the Security Deposit the Booker agrees to reimburse the owner with the balance outstanding on demand. We reserve the right to deduct any other monies owing by you in respect of this property from your security deposit.

### **5. Cancellation**

- i. When a cancellation takes place more than 8 weeks before arrival a full refund will be issued. If a cancellation is made within 8 weeks of arrival then no refund will be due.
- ii. We recommend and expect that guests will have or will take our holiday insurance policy (which includes cancellation insurance covering sickness and unavoidable reason for cancellation) prior to their stay.

### **6. Price Alterations**

We reserve the right to adjust prices quoted on our website, other adverts or on details about the property at any time. This will not affect any prices we have previously confirmed with you.

### **7. Size and Party**

- i. The number of persons stipulated for each property on our website, advertisements or literature published by us must not be exceeded under any circumstances. Only the number of adults, children and infants stated by you and listed on the owner's booking information may occupy the premises at any time day or night unless you have the written permission of the owner prior to your stay. The owner

reserves the right to terminate occupancy of the property without notice or refund in the case of a breach of these occupancy conditions or the policy relating to animals below.

ii. The Booker certifies that:

1. They are over 18 years of age and a member of the party occupying the property;
2. The Booker has agreed that they act as principal and have absolute liability for all the members of the party at all times.

### **8. Animals and Pets policy**

Pets are not allowed onsite or inside any of the properties. If any animals or pets are let into or onto the property there will be a deduction in the security deposit.

### **9. Noise and Anti-Social Behaviour**

- i. Noise included but not limited to; live music, amplified music through a speaker system, singing and shouting is not permitted between the hours of 11pm and 9am
- ii. Use of groups BBQ and bonfire areas are not permitted between the hours of 12am – 9am.
- iii. Groups found to be causing a disturbance of any nature in the Fearnan village area will forfeit their damage deposit at the discretion of the Boreland Loch Tay Management.
- iv. Any form of antisocial or threatening behaviour towards staff, other guests or members of the public is completely unacceptable and will result in the loss of a groups damage deposit at the onsite manager's discretion

### **10. Loch Tay water access**

i. Guests of Boreland Loch Tay may only use Boreland Farms own private shoreline with the express permission of the Boreland Loch Tay Management.

ii. There is no Loch access available to guests at Boreland Loch Tay between Boreland Farm's own private shoreline and the public shore in the village of Kenmore. All other points of access to Loch Tay in between are privately owned and under no circumstances are guests of Boreland Loch Tay permitted to use any of these Loch access points. Failure to adhere to this will result in the loss of the groups damage deposit. There is a sign posted path to Boreland Farm's own private shoreline which will be pointed out to guests as necessary, if in doubt over the location of the private shoreline it is the guests responsibility to ask a member of staff to show them where to go.

### **11. Suitability:**

i. Health & Mobility: The property summary details aim to give accurate descriptions of the properties. Should there be any specific health or mobility difficulties which may affect a party member, we request that this is pointed out at the initial reservation stage so the suitability of the property can be established.

ii. Rural Life and Safety: The owner accepts no responsibility or liability in connection with the suitability or non-suitability of the property for the Booker and/or the persons resident at the property in accordance with this booking. The Booker accepts that the property is situated in a rural area and is affected by local country pursuits, including but not limited to animal noise, grass cutting and ancillary agricultural noise which may be experienced. The existence of natural flora and fauna at the property means that insects and other wildlife are not uncommon and the Booker and those persons listed on the owner's booking information sheet acknowledge the rural nature of the property.

### **12. Arrival and Departure times**

- i. You may arrive anytime after 4pm on the day of your booking
- ii. You must vacate the property by 10am on the day of departure

### **13. Lost property**

- i. We cannot accept any responsibility for any items you leave behind in the property after your holiday, but if you contact Boreland Loch Tay we will endeavour to locate the lost item(s).
- ii. If lost property known to belong to you is found, we will inform you and agree the means to return it at your expense. Any items for which you do not make return arrangements will be disposed of after one week.

#### **14. Renter Obligations. You agree to:**

- i. Take reasonable care of the property and ensure that the property and all equipment is left clean and tidy and any furniture or bedding which has been moved is returned to its original place. The Booker agrees to reimburse the owner for any extra cleaning, tidying or moving costs required. Where applicable, the owner reserves the right to deduct any such extra costs from any security deposit paid or recharge the costs to the Booker.
- ii. Pay for any losses or damages to the property. Please note that the paying of the security deposit does not limit the Booker's liability for loss or damage to the property. You will be expected to pay the full amount of loss or repair.
- iii. Not to smoke, vape or allow others to smoke or vape inside the property. Evidence found of either smoking or vaping or if the fire alarm is set off by doing so will result in the loss of whole damage deposit.
- iv. Pay for any optional extras at the rate stated on the website.
- v. NOT exceed the total number of persons in the property as stated in the details, or share the property, or part with possession of the property, unless previously agreed in writing by the owner.
- vi. Additional visitors are not permitted during a guests stay, this includes the attendance of unauthorised entertainers. Any agreement to have entertainers attend a guests stay must be authorised in writing by a member of Boreland Loch Tay's management.
- vii. To dispose of household waste in accordance with our waste disposal requirements. These are explained to you by our site manager on arrival.
- viii. Grant the owner the right to access the property at any time during occupancy after reasonable notice has been given or without notice in an emergency.

#### **It is mutually agreed that:**

14. Should the property, for reasons beyond our control (e.g. fire, theft, sale, etc.), not be available on the date booked or the property is not available for holiday letting, all rent and any charges paid in full by you to us will be refunded in full. You accept that you will have no further claim against us.
15. We accept no liability for any accident, damage, loss, injury, expense, or inconvenience whether to person or property which you or any persons may suffer or incur that arise out of the rental or is in any way connected with the rental.
16. The Owners cannot accept a change of holiday property or details to a booking once the booking deposit has been received. However, occasionally we can accept an alteration of dates, notwithstanding any obligations incurred if a change of dates is requested within less than 8 weeks of a Booker's arrival date.
17. The Owner aims to ensure that information is accurately conveyed on the website. Any changes to the property and its facilities will be notified to you as reasonably practical. We cannot accept responsibility for any changes or claims to the area amenities mentioned on our website.
18. Any complaints must be notified in the first instance to the onsite manager or Boreland Farm Ltd immediately, so that they can investigate the circumstances and take any necessary action. In no circumstances can compensation be made for any complaints that are made after the date of departure, or where you have denied or prevented us or our agents the opportunity to try to put matters right during the Booker's stay.
19. Damage - Occasionally accidents do happen and any losses must be paid for. The property will be checked and cleaned before arrival but if you have any difficulties please contact Boreland Loch Tay. Should you find on arrival any damage or non-working items you will notify the onsite manager or Boreland Farm Ltd immediately, so that matters can be rectified.

#### **20. Wi-Fi usage**

The Booker agrees not to use the Service to access Internet Services, or send or receive e-mails, which:

- i. Are defamatory, threatening, intimidatory or which could be classed as harassment;
- ii. Contain obscene, profane or abusive language or material;
- iii. Contain pornographic material (that is text, pictures, films, video clips of a sexually explicit or arousing nature);
- iv. Contain offensive or derogatory images regarding sex, race, religion, colour, origin, age, physical or mental disability, medical condition or sexual orientation;

- v. Contain material which infringe third party's rights (including intellectual property rights);
- vi. In our reasonable opinion may adversely affect the manner in which we carry out our business;
- vii. Involves downloading, altering, e-mailing and distributing copyrighted content unless certain that the owner of such works has authorised its use by you
- viii. Constitutes or is capable of constituting a criminal offence or is otherwise unlawful or inappropriate, either in the United Kingdom or in any state throughout the world.

The Booker agrees to compensate the owners fully for any claims or legal action made or threatened against the owners by someone else because the Booker has used the service in breach of these Wi-Fi usage terms and conditions.