



Otters Leap
Self-Catering cottage,
Luib, Isle of Skye

Correspondence address:

Joanne Oxley
Astbury Cottage
Luib, Broadford
Isle of Skye. IV49 9AN

Tel: 01471 820363

Email: stay@ottersleap.co.uk
Web: www.ottersleap.co.uk

EXTRA INFORMATION AND BOOKING CONDITIONS

This document contains information about how to confirm your holiday booking with us, how to make your payments, how your booking will be processed, and what to do if there is a problem.

When you book self-catering accommodation with us you are entering into a legally-binding contract, so this notice also explains the nature of this contract and contains the Booking Conditions. When you sign the Booking Form you are acknowledging that you have read these Conditions and that you accept them. If there is anything that isn't clear in this leaflet please don't hesitate to ask us.

CONTRACT. This contract is for short term holiday rental of Otters Leap self-catering holiday cottage at Luib, Skye. It is subject to the Booking Conditions listed below, and starts when we issue the Booking Confirmation Form.

DEPOSIT PAYMENT. To confirm your reservation we need you to complete, sign, and return the Booking Form. If you are making the booking 8 weeks or more in advance this should be accompanied by a Booking Deposit of £100 for each week of rental. If you are booking less than 8 weeks in advance of your stay the entire rental payment is due on booking. The following payment methods are welcomed:

Cheque drawn on a UK bank

Please make your cheque payable to *Joanne Oxley*. We regret that we cannot accept cheques submitted later than two weeks from the start of your holiday: other payment methods must be used in these circumstances.

Sterling travellers cheques

Please note these must be for GB Pounds, no other currency. If necessary, send us travellers cheques for a slightly higher amount than is needed and we'll either offset the extra against your balance payment or refund the extra in cash when you arrive.

Cash

Please send this securely (e.g. Next Day Special Delivery, which includes insurance cover of up to £500). We can only accept GB pounds.

Direct transfer of money into our bank account

PLEASE ASK FOR BANK DETAILS

Please let us know when you have made the transfer so that we can look out for it.

If you are using internet banking these money transfers are often free of charge. However, if there are any charges (e.g. for currency conversion) you must pay these yourself. If in doubt please slightly overestimate the required payment and we'll either offset any extra against your balance payment or refund it in cash when you arrive.

Online payment by Credit Card or Debit Card

We use PayPal to handle online payments. This is extremely secure, and means that you do not have to pass your credit card details to us for processing or storage. You do not need to have a PayPal account to use this method (though PayPal will encourage you to open one as part of the payment process!) If you wish to pay by this method simply tick the appropriate box on the Booking Form and return it. When we receive it we will send you an invoice by email which will include a link to the appropriate payment page on PayPal. You will get a PayPal receipt in addition to the one we send you to confirm your booking.

When we receive your deposit payment, by whatever method, we will issue a Booking Confirmation Form and a receipt.

BALANCE PAYMENT. The balance is payable 8 weeks before the commencement of the rental. We do not normally send out invoices for the balance, but rely on you to send us the payment when it is due. You have the same choice of payment methods as for the deposit. If you wish to pay the balance by online payment by credit or debit card simply contact us when you are ready to pay and we'll issue an invoice with payment link to PayPal.

We won't get overly agitated if you are a few days late paying the balance, and we will always try to contact you to remind you if you forget, but we do reserve the right to interpret non-payment of the balance of the rent by the due date as a cancellation of the contract by you.

We'll issue a receipt for the balance payment together with details of how to find Otters Leap and arrangements for key collection etc.

INTERNET ACCESS AT OTTERS LEAP. In this remote area we do not have the fast broadband internet speeds that city dwellers tend to enjoy. Our modest connection speeds are adequate for ordinary browsing and checking emails etc. but probably inadequate for online gaming or streaming video etc. We provide an internet connection for use during your stay by WiFi or via an Ethernet cable (which we will supply).

With the coming of the Digital Economy Act it is now essential that we protect ourselves from prosecution in the event of criminal or malicious use of the internet by guests staying at Otters Leap and using our facilities. You will find Terms and Conditions for Internet Access in an Appendix at the end of these Booking Conditions. In a nutshell this just makes it a condition that you do not use our internet connection to download copyright, obscene or offensive material, or use the service for unlawful activities.

CANCELLATION. Your deposit and balance payments are normally non-refundable in the event of cancellation, whatever the reason. However, if we manage to re-let your week(s) we will make a refund less costs. In any event, please notify us as soon as possible if you need to cancel so that we can do our best to save your money. Please be aware that owing to the nature of self-catering lets, which are usually booked a long time in advance, it is very difficult indeed to re-let at short notice in the event of a cancellation. For this reason **WE STRONGLY RECOMMEND THAT YOU TAKE OUT CANCELLATION INSURANCE** when you book to cover this risk. If you have insurance we'll provide you with a Cancellation Invoice for your Insurance Company, together with any other paperwork they require.

In the unlikely event of Otters Leap cancelling your booking, owing to circumstances beyond our control (e.g. fire), our financial liability to you is limited to the amount of money you have paid to us.

PERIOD OF HIRE. Rentals commence unless otherwise notified at 4.00 p.m. on the day of arrival and terminate at 10.00 a.m. on the day of departure.

NUMBER OF PERSONS USING THE PROPERTY. The number of persons occupying the property must not exceed two. We reserve the right to refuse entry to the entire party, or terminate the rental contract forthwith if this condition is not observed.

BREAKAGE OR DAMAGE. Please let us know of any breakages, damage or malfunctioning equipment as soon as you discover it – don't wait until the end of your stay. This gives us the best chance of getting things fixed promptly, and reduces the inconvenience to you and to future guests. We don't charge for the odd broken glass, or for genuine 'wear and tear', but more serious damage will be charged for. We reserve the right to charge you a reimbursement fee to cover any replacement, repair or extra cleaning costs that arise from damage to the property or its contents whilst you are renting it. We are not responsible for the loss of or damage to your own possessions whilst in the rental property or the grounds.

CARE OF PROPERTY. You should take proper care of the property, its furniture, pictures, fittings and effects in or on the property and leave them in the same clean and tidy condition and state of repair and condition at the end of the rental period as at the beginning. We reserve the right to charge a fee to pay for extra cleaning if the property or its contents are left dirty.

DOGS. With the exception of Guide Dogs and other Assistance Dogs for disabled people we regret that we are not able to accept dogs or other pets at Otters Leap. If you wish to bring an Assistance Dog please get in touch with us first so that we can make the necessary arrangements.

SMOKING. Smoking is strictly prohibited anywhere inside the building.

RIGHT OF ENTRY. Whilst we would not normally enter the property whilst you are renting it, we do have the right of entry at all reasonable times for the purposes of inspection or to carry out any necessary repairs or maintenance.

Appendix: Internet Access: Terms and Conditions

This agreement sets out the terms and conditions on which wired or wireless internet access ("the Service") is provided to yourself and all other members of your party ("you") by Otters Leap ("us"). Your signature on our Booking Form implies your acceptance of this Agreement.

Extent of the Service

We do not recommend in particular the use of any websites (or other internet related services) ("Internet Services") and your use of Internet Services is carried out entirely at your own risk. We have no responsibility for, or control over, the Internet Services you access and do not guarantee that any services are error or virus free. We have no responsibility for, or control over, the information you transmit or receive via the Service. Save for the purposes of network diagnostics we do not examine the use to which you put the Service or the nature of the information you send or receive.

We do not guarantee:

the availability of the Service;
the speed at which information may be transmitted or received via the Service; or
that the Service will be compatible with your equipment or any software which you use.

Whilst we take reasonable steps to ensure the security of the Service and to prevent unlawful access to information transmitted or received using the Service we do not guarantee the security of the information which you may transmit or receive using the Service or located on any equipment utilising the Service and you accept that it is your responsibility to protect your information and have adequate security (in terms of equipment and procedures) to ensure the security, integrity and confidentiality of your information and data.

We reserve the right at all times to withdraw the Service, change the specifications or manner of use of the Service, to change access codes, usernames, passwords or other security information necessary to access the service.

Your Use of the Service

You must not use or attempt to use the Service at any times other than between 4pm on your arrival date and 10am on your departure date.

You must not use the Service to access Internet Services, or send or receive e-mails, which:

- are defamatory, threatening, intimidatory or which could be classed as harassment;
- contain obscene, profane or abusive language or material;
- contain pornographic material (that is text, pictures, films, video clips of a sexually explicit or arousing nature);
- contain offensive or derogatory images regarding sex, race, religion, colour, origin, age, physical or mental disability, medical condition or sexual orientation;
- contain material which infringes third party's rights (including intellectual property rights);
- in our reasonable opinion may adversely affect the manner in which we carry out our business; or
- are otherwise unlawful or inappropriate;

Music, video, pictures, text and other content on the internet are copyright works and you should not download, alter, e-mail or otherwise use such content unless certain that the owner of such works has authorised its use by you.

We may terminate or temporarily suspend the Service if we reasonably believe that you are in breach of any provisions of this agreement.

We recommend that you do not use the service to transmit or receive any confidential information or data and should you choose to do so you do so at your own risk.

Criminal Activity

You must not use the Service to engage in any activity which constitutes or is capable of constituting a criminal offence, either in the United Kingdom or in any state throughout the world.

You agree and acknowledge that we may be required to provide assistance and information to law enforcement, governmental agencies and other authorities.

You agree and acknowledge that we may keep a log of the Internet Protocol ("IP") addresses of any devices which access the Service, the times when they have accessed the Service and the activity associated with that IP address

You further agree we are entitled to co-operate with law enforcement authorities and rights-holders in the investigation of any suspected or alleged illegal activity by you which may include, but is not limited to, disclosure of such information as we have, and are entitled to provide by law, to law enforcement authorities or rights-holders.

Other Terms

You agree to compensate us fully for any claims or legal action made or threatened against us by someone else because you have used the service in breach of these terms and conditions.

Whilst we do not seek to limit our responsibility for fraudulent misrepresentation or if you are injured or die as a result of our negligence we have no responsibility (to the extent permitted by law) to compensate you (whether or not we are negligent) for any direct financial loss, loss of profit, revenue, time, anticipated savings or profit or revenue, opportunity, data, use, business, wasted expenditure, business interruption, loss arising from disclosure of confidential information, loss arising from or in connection with use of the service or inability to use or access the service or a failure, suspension or withdrawal of all or part of the service at any time or damage to physical property or for any other similar direct loss that may arise in relation to this agreement whether or not we were advised in advance of the possibility of such loss or damage.

This agreement is governed by the laws of the United Kingdom and is subject to the non-exclusive jurisdiction of the Scottish courts.