



Rose Cottage Glenbuchat

Cairngorms National Park, Scotland

STANDARD BOOKING CONDITIONS

ROSE COTTAGE,

GLENBUCHAT

CAIRNGORMS NATIONAL PARK

AB36 8UA

Please read the following terms and conditions carefully as a confirmed reservation is a legal contract between us, the Owners and you, the person or persons making the Booking. These Standard Booking Conditions set out in detail the services that we provide and the obligations on both of us. If you are unclear about the terms, you should contact us before the reservation is finalised.

Clause 1 Definition of terms used in these Booking Conditions

“Booking” means a reservation made by you with us for the provision of accommodation services offered by us at the Cottage for a specified period that is made either using the online freetobook portal on our Website or using an OTA where we have arrangements with the OTA to receive reservations via that OTA;

“Booking Conditions” means these Standard Booking Conditions; your Booking is subject to the latest dated version of the Booking Conditions applicable at the time of the Booking being made; this version of the Booking Conditions supersedes any version of an earlier date;

“the Cottage” means Rose Cottage, Belnacraig, Glenbuchat, Aberdeenshire, Scotland AB36 8UA;

“members of the Booking Party” means the person or persons comprising the member or members of the party consisting of you and the persons (up to a maximum of 4) that are specified as comprising member or members of the party in the Booking;

"OTA" means any of these on line travel agencies or booking platforms: Airbnb, [booking.com](https://www.booking.com) or Vrbo;

"Owners" means: Alan Williams and Paraskevi Granitsioti of 12 2F2 St Vincent Street, Edinburgh EH3 6SH trading as Rose Cottage Glenbuchat;

"us", "we" and "our" refers to the Owners, and "us", "we" and "our" are to be construed as referring to those persons;

"the Website" means our website at www.rosecottageglenbuchat.com ;

'you' and "your" means the person or persons making the Booking, and "you" and "your" are to be construed as referring to that person or persons.

Clause 2 Contract and Booking

You may make a Booking via the online freetobook portal on our Website. A Booking may instead be made through an OTA where we have arrangements with the OTA to receive reservations through that OTA.

If, for any reason, we decide that we are unable to accept your Booking, we will inform you of this as soon as possible either by telephone or by email and will not charge you for the Booking requested.

When the Booking is made more than 6 weeks before the tenancy is due to commence, a contract between us shall arise only when the applicable Deposit Payment has been by paid to us in accordance with these Booking Conditions.

When the Reservation is made 6 weeks or less before the tenancy is due to commence, a contract between us shall arise only when, following receipt of the the full Rental payment has been by paid to us in accordance with these Booking Conditions.

These Booking Conditions regulate, and form part of, the contract that arises between you and us once-

- (a) in the case of a Booking made using our Website, the relevant payments mentioned above have been made;
- (b) in the case of a Booking made through an OTA, the relevant payments have been paid by you to the OTA in accordance with the conditions stipulated by the OTA.

You must be at least 18 years of age and authorised to make the Booking on the basis of these terms by all other members of the Booking party. If you make a Booking through an OTA, you confirm that you are so authorised and that you have agreed to the terms of these Booking Conditions.

This contract is between you and us. No other person shall have any rights to enforce any of its terms.

Clause 3 Website bookings: Deposit Payment

When a request for a Booking is made using our Website more than 6 weeks before the tenancy is due to commence, a Deposit Payment of thirty percent (30%) of the total cost of the rental applicable to the Booking must be paid to us at the time of making the Booking.

Clause 4 Website bookings: payment of the Rental

When a request for a Booking is made using our Website more than 6 weeks before the tenancy is due to commence, you must pay the balance of rental no later than six weeks before the tenancy is due to commence. If the balance of rental has not been paid by this time we shall be entitled immediately to cancel the Booking, in which case a cancellation charge will apply. The date on which the balance is due is clearly indicated on the Booking Confirmation.

If the request for a Booking is made using our Website 6 weeks or less before the tenancy is due to commence, the full cost of the Rental applicable to the Booking must be paid at the time that the Booking is made.

Clause 5 Website bookings: Alteration of a Booking

Once a Booking is made using our Website is confirmed, the Booking may only be changed for another by a new Booking treating the original Booking as a cancellation (see clause 6).

Clause 6 Cancellation

You may cancel your Booking made using our Website but you must do so only by sending to us notification, initially by telephone, and then confirmed by email within 24 hours of any such telephone call.

If you send such a cancellation notice to us, you must pay to us a Cancellation Charge, the amount of which is determined by how many days before the holiday start date, that the cancellation notice is received by us by email.

Subject to the following paragraph, the number of days before the date of the start of your Booking that your notification is received by us, the Cancellation Charge (as a percentage of the Rental payable for your Booking) is:

- less than 7 days = 100%
- 7 to 14 days = 50%
- more than 14 days = 30% (that is, the amount of the Deposit).

You are advised to take out independent holiday insurance if you wish to cover any element of your holiday not covered as outlined for the duration of your holiday.

Cancellation of a Booking made using an OTA is subject to the cancellation rules set out by the OTA.

Cancellation: Short term lets conditions

We are required, before 1 April 2023, to apply to Aberdeenshire Council for a short-term let licence under part 1 of the Civic Government (Scotland) Act 1982, as read with the Civic Government (Scotland) Act 1982 (Licensing of Short-term Lets) Order 2022 (SSI 2022/32), in respect of the activity of using the residential accommodation at the Cottage provided by us as a host in the course of business to guests within the meaning of article 3 of that Order. Subject to the following paragraph of this clause, until such time as the application is finally determined by the said council, it is permissible in terms of article 7 of that Order for us to use the Cottage for a short-term let even if this is on or after 1 April 2023.

In the event that the said Council were (on whatever date that might occur) finally to determine the application by us for a short-term licence with the effect of preventing us lawfully carrying on the said activity, we shall end the contract for provision of accommodation under clause 11 in respect of a Booking for a period on or after the date of that determination is immediately cancelled and any rental paid in respect of that booking will be refunded by the Owners to the person who paid it. Our liability to any guest in such circumstances is limited to, and in no circumstances shall exceed, the refund of such rental payments due to be refunded.

Clause 7 The Tenancy Agreement

We and you agree that your stay at the Cottage in terms of your Booking is a tenancy the purpose of which is to confer on you the right to occupy the Cottage for a holiday (within the meaning of section 12(2) of, and paragraph 8 of Schedule 4 to, the Housing (Scotland) Act 1988) for the period of the let agreed in either the Booking Confirmation or the confirmation issued by the OTA in the case of a Booking made through an OTA. We and you agree that the tenancy is not an assured tenancy.

You shall not sub-let the Cottage or any part thereof.

Your tenancy conferred by the Booking commences at 4pm (unless otherwise previously agreed in writing between us) on the first day of the agreed period of let in terms of the Booking. This is the Check In time.

Your tenancy conferred by the Booking ends at 10am (unless otherwise previously agreed in writing between us) on the last day of the agreed period of let in terms of the Booking. This is the Check Out time.

Accordingly, you may Check In any time after 4pm on your day of arrival and must Check Out no later than 10am on the last day of your Booking.

You undertake to leave the Cottage, without demand, at the termination of the agreed period of let and no later than the Check Out time of 10 am on the last day of that period in terms of these Booking Conditions. You will be liable for any cost whatsoever incurred as a result of an unauthorised extension where you fail to comply with the requirement to leave the Cottage at the termination of the agreed period of let.

We will not agree to let the Cottage to you for a period exceeding 28 continuous days starting on the date of the commencement of the proposed tenancy.

You agree to prevent any member of your party from causing a nuisance or disturbance in or around the Cottage. In the event of such a problem arising, we reserve the right to terminate your stay and to require you to vacate the property on demand without payment of compensation to you.

You and all members of your party must comply with all health and safety measures outlined in the Covid-19 statement on the Website.

The Cottage is situated in a relatively remote rural area and is served by its own private water supply (sourced in a spring higher up on the nearby hill) and sewage is by way of a septic tank and outfall. Problems such as power cuts or interruption in the water supply from the mountain spring or with the septic tank are rare but, in the unlikely event of any such problems during your stay with us, we will use our reasonable endeavours to procure their early resolution on receiving notice thereof. However, for the avoidance of doubt, you agree that is the extent of our liability.

We will maintain the garden grounds pertaining to the Cottage to a reasonable standard. You agree that our gardening contractor may have access to the garden ground to cut the grass and tidy the grounds. Due to the variability of weather conditions and the contractor's own availability, this work may be done at some point during your stay (in normal daytime hours) as and when this is convenient to the contractor.

Important Conditions for stays during winter months (November to April)

The Cottage is at an elevated hillside situation (330m above sea level) about 300 metres from the public road along a private, shared tarred single track road which is steep in places. Between November and April, in wintry conditions (which often occur at this altitude), whilst the nearby public road is usually kept relatively clear of snow, the private road is liable to icing and snow cover. In such circumstances, it can be very difficult or impossible to drive up or down the private road section (even if the vehicle has 4 wheel drive and winter grade tyres). In such circumstances, guests should not attempt to drive up section of the private road from the public road and should park their vehicle in a public car park at Glenbuchat Hall near to the beginning of the private road. If you proceed with a booking in these months, you must accept these conditions. The owners will try and give prior notice of such conditions. If, after the commencement of your stay, the weather forecast anticipates ice and snow to arrive, you must take steps to take your vehicle down the private road before the arrival of such an event. In wintry weather, depending upon the severity and the extent to which it affects access to and from the Cottage, we may need to end the contract for provision of accommodation at the Cottage in terms of clause 11.

Clause 8 Pets

You must not take any pet animal to the Cottage, unless we have previously agreed otherwise (for example, a member of your party requires the assistance of a support dog) and our prior written consent has been obtained before the Booking is concluded.

Clause 9 Rent Includes

The Rental you pay for your Booking covers the following:-

- (a) Use of bedlinen and towels provided for the purposes of your stay;
- (b) use of the crockery, pots, pans, glasses and cutlery;
- (c) Use of a reasonable quantity of seasoned logs for the wood burning stove sufficient for the length of your stay;
- (d) Use of the appliances including a reasonable supply of products to operate the dishwasher and washing machine;
- (e) Use of the electricity (but excepting any used by you for charging of a motor vehicle that has either a hybrid or fully electric motor);
- (f) Oil consumed by the central heating system;
- (g) Use of the internet/wifi connection (the strength and continuity of which is not guaranteed and which you accept is outside of our control);
- (h) Use of the telephone landline to receive and make telephone calls but only subject to the conditions and charges applicable where the making of calls is not included in our contract with the telephone provider - the details of which will be set out in the Information Pack. Any calls made or received by you during your stay which result in additional charges to us must be reimbursed by you to us.

Clause 10 Your Obligations

Without prejudice to any other obligation specified in these Booking Conditions which you must comply with, you also agree to comply with the following specific obligations during your stay at the Cottage:-

- (a) Not to smoke inside of the Cottage. The Cottage is strictly no smoking. A surcharge will be made for cleaning fabrics on evidence of smoking in the Cottage;
- (b) To report to and pay us for any losses or damage to the property caused by you or a member of your party (reasonable wear and tear excluded);
- (c) To take good care of the Cottage and leave it, and the summer house and garden ground pertaining to it, in a clean and tidy condition at the end of the tenancy;
- (d) To allow us or any person authorised on our behalf reasonable access to the property. We have the right to enter the Cottage at any reasonable time for the purpose of inspection, repairs, etc.. In cases of emergency, where we consider that immediate access is vital, we are entitled to enter the Cottage at any time without giving you prior notice;

- (e) Not to exceed the total number of people as stipulated in the Booking Conditions, and not to transfer possession of the Cottage or share it except with members of the party stated in the Booking Confirmation or confirmation issued by the OTA in the case of a Booking made through an OTA;
- (f) To notify us prior to the commencement of the tenancy of any changes to the members of the party specified in the Booking Confirmation or confirmation issued by the OTA in the case of a Booking made through an OTA;
- (g) Not to undertake any illegal activities, cause undue noise or disruption or become a nuisance to occupants of any adjoining/neighbouring premises - no loud music and strictly no bonfires, fireworks or Chinese lanterns without our prior consent in writing;
- (h) To ensure that a cot is only occupied by a child aged 24 months or less;
- (i) To leave the Cottage secure when you go out. In the unlikely event that anything of yours is stolen from the Cottage (locked or unlocked) it will be your own responsibility;
- (j) To ensure that your vehicle or vehicles are securely locked and parked in the parking area adjacent to the Cottage in such a way so as not to cause any obstruction to the shared private access road in front of the Cottage;
- (k) To comply with notices by us regarding the use of the Cottage, waste and parking;
- (l) You are responsible for adhering to government guidance on social distancing and if require in line with government guidance, to wear the government guidance prescribed protective equipment, including face masks;
- (m) You will not attend the Cottage if you are aware that you are experiencing any symptoms of illness that may be contagious to others;
- (n) you respect the facilities provided and comply with the user conditions set out in, or referred to in, the Information Pack; and
- (o) where a dog has been authorised by us before the commencement of your stay, you must keep the animal under control at all times and exercised off the premises. We can accept no responsibility for the animal's safety. You must bring a basket or dog bed for it to sleep in. You must keep the animal out of the bedrooms and off of the furniture. It must not be left unsupervised in the Cottage due to the risk of damage to furniture etc. You are responsible for cleaning up any fouling which the animal may cause in or around the Cottage. If this is not appropriately dealt with, we shall be entitled to be impose additional cleaning charges.

Clause 11 Our rights to end the contract

We may end the contract for provision of accommodation at the Cottage in terms of the Booking at any time by telephone or email to you in the circumstances set out in this clause.

The circumstances are-

- (a) you do not make any payment to us when it is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services, for example, contact information;
- (c) we need to update the accommodation services or our health and safety measures to reflect changes in relevant laws and regulatory requirements;
- (d) bad weather conditions prevent access to the Cottage;
- (e) specific conditions that may affect the particular services booked (e.g. avian flu);
- (f) we need to comply with any relevant law or in accordance with any guidance issued by the UK or Scottish Government or public health guidance;
- (g) where, for any reason beyond our control, the Cottage is unavailable on the day when the tenancy is due to begin (e.g. due to flooding, serious impairment of the access to the Cottage, fire damage, technical problems, damage caused by an outgoing tenant where insufficient time exists to remedy the damage etc.) or it becomes unsuitable for holiday letting.

We shall end the contract for provision of accommodation at the Cottage in terms of the Booking if, as mentioned in clause 6, Aberdeenshire Council were (on whatever date that might occur) finally to determine our application for a short-term licence with the effect of preventing us lawfully carrying on the said activity, any Booking in respect of a period on or after the date of that determination is immediately cancelled.

Subject to the following paragraph of this clause, if we end the contract for the reasons mentioned in this clause, we will refund any money you have paid in advance.

But where, after prior discussion with you, we end the contract for the reasons mentioned in clause 7 due to severe wintry weather affecting your stay that prevents access to or from the Cottage by motor vehicle, the amount of the refund will be limited to, and only in respect of, a proportion of the full rental payable in terms of the Booking Conditions. That proportion is the proportion of the amount of the full rental payable for the total number of days of your stay represented by the number of full days of remaining to the last day of your stay had the contract not been brought to an end.

If we end the contract because of you breaking the contract, we may deduct or charge you reasonable compensation for the costs we will incur as a result of your breaking the contract.

Clause 12 Information Pack

We will provide an Information Pack containing useful information about the Cottage.

Clause 13 Complaints

If you have any reason to make a complaint, you must do so by contacting us as soon as possible during the tenancy to allow remedial action to be taken. In no circumstances can compensation be made for complaints raised only after the tenancy has ended when you have left the Cottage and we therefore have had no opportunity of investigating the complaint and endeavouring to put matters right during the tenancy.

Clause 14 Liability

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen

Under no circumstances will our liability exceed the amount paid for the services (save for personal injury or death caused by our negligence).

We provide the accommodation services to you in accordance with the dates and times set out in our Booking Confirmation or confirmation issued by the OTA in the case of a Booking made through an OTA.

We are not responsible for delays outside our control.

Clause 15 Personal Data and Guest Book

We will only use your personal information as set out in our Privacy Policy.

We welcome feedback and any comments that you wish to leave in the Guest Book which is available for guests to read at the Cottage. We may wish to publicise excerpts from the Guest Book on the Website for the purposes of informing prospective guests in the future of comments made by previous guests. Such excerpts shall not include any names of guests. If you do not want any excerpts of any such comments that you decide to leave in the Guest Book to be used by us in the Website you may request, before the termination of your stay, not to include an excerpt in the Website. If no such request has been made and excerpts have been publicised in the Website, you may nevertheless request, at a later date, that any excerpt of your comments be removed from the Website and we will comply with that request as soon as reasonably practicable.

Clause 16 Frustration of the contract due to COVID-19

If due to restrictions being implemented in Scotland, the UK or abroad-

(a) you are prevented from using the accommodation or receiving or using our services (for example, lockdown measures have made it illegal for us to provide the accommodation or services or you are unable to travel to our premises); or

(b) there is a material impact on the number of people that can use the accommodation,

then our contract with you will be frustrated and come to an end. In that case we will first seek to agree a rescheduled date (or dates) with you adjusting the payments due according to the dates in question. If we are unable to agree a rescheduled date with you and to the extent that you are unable to recover any sums paid to us under any insurance cover that you have, then we will refund you in full for any sums paid to us (including your deposit).

Clause 17 Breach of Contract

If you breach any of the terms and conditions in these Booking Conditions we reserve the right to reenter (or authorise another competent person to reenter) the property and terminate the tenancy, without prejudice to our other rights and remedies.

Clause 18 Validity

If any term or provision in these Booking Conditions shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law, that term or provisions or part shall, to that extent, be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.

Clause 19 Force Majeure

We do not accept liability or pay compensation for any loss, damage or expense where our obligations are prevented or affected by reason of force majeure. Force Majeure means any event which we could not, even with all due care, foresee or avoid such as war or threat of war, riots, civil strife, terrorist activity, epidemic, pandemic, industrial action, natural or nuclear disaster, fire, adverse weather conditions, closure of airports or ports, technical problems with transport, governmental action and all other similar events.

Clause 20 Disclaimer and Website Descriptions

While we make every effort to make descriptions on our Website and in the Information Pack as accurate as possible, some of the information contained relates to factors which are beyond our control of the, such as shops, public houses etc. Details of such establishments may change without our knowledge and cannot be absolutely relied upon. All information is provided in good faith and is believed to be correct. Such information does not form part of the contract between us and you.

If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

Clause 21 Discrepancies

Our Website and these Booking Conditions replace and supersede all previous web sites and Booking Conditions relating to the Cottage.

Clause 22 Severability

Each of the clauses, and each of the paragraphs of each of the clauses, of these Booking Conditions operates separately. If any court or relevant authority decides that any of them is unlawful, the remaining clauses and paragraphs will remain in full force and effect.

Clause 23 Transfers

We may transfer our rights and obligations under these terms to another person. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within five (5) working days of us telling you about it and we will refund you any payments you have made in advance.

Unless we have granted permission to you, you cannot sell or otherwise transfer your Booking purchased for any reason and in particular for profit or commercial gain.

Clause 24 Governing Law and Jurisdiction

The contract that arises in relation to your Booking in terms of clause 2 of these Booking Conditions is deemed to have been made at Rose Cottage, Glenbuchat, Aberdeenshire, Scotland. The validity, construction and performance of this contract shall be governed by Scots Law. You submit to the exclusive jurisdiction of the Scottish courts.