

Gael Holiday Homes

Terms and Conditions

Gael Holiday Homes (the Company) arranges bookings of accommodation as agents of the owners and as such the Company acts on behalf of the Owner. The contract is between you and the Owner of the property and is subject to the following conditions. (Nothing in these conditions affects your statutory rights).

Your booking should be for holiday purposes only unless otherwise agreed in writing. These properties must not be used for party purposes without prior written agreement. If such a usage is agreed, the Good Housekeeping Deposit is increased. The cost of any breakages, losses or excessively heavy cleaning required will be deducted from this deposit, and the balance refunded. A Facility Fee may be payable for a function or party where the numbers using the property exceed the capacity the house can sleep.

PERSONAL DETAILS

Information you provide may be forwarded to the Owner of the property who may contact you with regard to your forthcoming booking.

YOUR HOLIDAY HOME

You can arrive at your accommodation after 1600 hrs on the start date of your holiday and you must have vacated the property by 1000 hrs on your final day. If you anticipate being much later than 1600 hrs, please contact the person whose details you will have been supplied with to let them know and to make alternative arrangements. If you fail to do so, you may be unable to gain access to the property.

You agree to keep the property clean and tidy and to leave it in a similar condition of cleanliness to when you arrived. Any additional cleaning of the property, following your departure, beyond the normal amount reasonably required, may be charged as extra and deducted from your Good Housekeeping Deposit. Any damage to the property or its contents will be chargeable to you and taken from your Good Housekeeping Deposit. Any surplus amount due will be charged to your credit or debit card following contact with you regarding costs.

The numbers in your party must never exceed the stated house capacity except by prior written agreement.

If you have arranged to take a pet with you, please observe the individual house regulations as far as pets are concerned. For all houses, pets must not be allowed either upstairs or on soft furnishings, and must not be left unattended in a property. All dog faeces must be removed from the garden or immediate surrounding area.

Fuel for open fires and wood burning stoves will be provided as described on the website. For those who have special requirements outside this, it is possible to pay a supplement for additional fuel. Please contact us in advance of your arrival to arrange this.

The information detailed on our website relating to the holiday home has been gathered from the Owner. The Company regularly checks with Owners that information is current and amends details on the website accordingly. It is also the policy of the Company to inspect holiday homes on a regular basis to ensure our listing details are correct. The Company cannot accept responsibility for changes to holiday homes made without our knowledge.

SMOKING

All properties operate a no smoking policy. If you wish to smoke please use the areas outwith the property and dispose of any extinguished materials in the outside bin. Smoking inside the property may breach the terms of the property insurance.

YOUR BOOKING

You must be 21 years or over when you book the accommodation.

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 in writing via a letter of confirmation sent by post or email.

The Company has the right to refuse any booking prior to the issuing of any confirmation in writing. When you receive your confirmation you must check all the details carefully for accuracy and contact the Company immediately if you find any discrepancy.

RENTALS AND CHARGES

Holiday homes, cottage, chalets and specified apartments - In order to secure a booking you need to make a deposit payment of 25% of the total tariff. Bookings will not be secured until we are in receipt of the completed signed booking form and any payments due. The Company will hold a provisional booking for a maximum of 10 days. A credit or debit card payment secures a booking. On receipt of your deposit, booking fee and any other relevant charges, the Company will confirm your booking by email or in writing. You are then responsible for the balance of the rental, which is due no later than 6 weeks prior to your arrival. For bookings made within 2 weeks prior to arrival the rental must be paid by debit card.

Inverness By the Bridge and Pine wood Apartments - payment in full will be taken 10 days prior to arrival and is non refundable. For accommodation dates up to end of 2010 - Payments by credit card are subject to a 2.5% surcharge; payments by debit card do not incur a surcharge if the card is issued by a UK bank. The Company accepts Visa and MasterCard; Maestro (formerly Switch) and Visa Delta. **For all 2011 dates and onwards** - there will be no charges when paying by any credit or debit card.

A good housekeeping deposit of £50 may be required to be paid at point of booking or as part of a final balance payment. This amount will be refunded to the person detailed on the booking form within 7 days of your departure subject to the terms of the rental being met. Payment will be made by refund to your credit/debit card.

Our online payment system uses enhanced security checking. All debit/credit cards used to pay for deposit or final balance payments must be in the name of the person making the booking and registered to the address of that person which in turn matches the details entered on the booking form. If these details do not match then it is likely that the payment request will be not pass through our security checking and payment will be declined. Although the 'process balance to existing card' tickbox on the booking form may not ticked by default we will deduct the balance due from the card used to pay the deposit automatically when the payment is due. We reserve the right to cancel your booking if we cannot verify your address and payment details.

CHANGES TO RESERVATIONS BY YOU

Should you wish to change your reservation once the Company has issued a confirmation to you, the Company may have to treat this as a cancellation of the booking which would then be subject to cancellation charges which may be as much as the total amount paid. The Company will advise you if this is the case and you will have the option to continue with the first reservation. Should the Company be able to transfer your booking to another property there will be an administration fee.

RESERVATION CANCELLATION OR ADJUSTMENT BY US

The Company hopes that it does not have to either cancel or adjust your booking in any way: however, as unforeseen problems do occur the Company would contact you immediately to discuss any proposed cancellation or adjustment. If the circumstances affect your desired property, the Company will endeavour to find you alternative and similar accommodation at a similar rental. If the alternative is unacceptable to you, or the rental more than you wish to pay, the Company will refund all of your original rental deposit. Except where otherwise expressly stated in these Conditions, the Owner and the Company shall not be liable for changes beyond the Company's control or beyond the control of the Owner.

CANCELLATION BY YOU -

PLEASE ENSURE THAT YOU ARE PROTECTED BY CANCELLATION INSURANCE

If you have to cancel your reservation you must contact the Company as soon as possible. The day on which the Company receives communication from you is the day on which your reservation is cancelled. Deposits and balances are non-refundable in the event of a cancellation.

Please note that should you cancel your booking prior to the balance due date, this amount still remains payable by you and is refunded (less an administration fee of £50) only if the Company has been able to re-let the holiday subsequent to your cancellation. **The Company advises that you ensure that your holiday insurance covers you for this.**

COMPLAINTS

The Company hopes that you will not have any cause for complaint but in the event of a problem arising, you must in the first instance contact the person detailed on your booking form and/or final payment confirmation immediately so that any problem may be speedily resolved, as the Owner must be given the opportunity to rectify the problem. Some problems are very easily rectified if notified. If, after this, you feel that the problem has not been resolved then you must, within 7 days of the end of your holiday, put your complaint in writing to the Company. All letters will be copied to the Owner for their comments and response.

Please be aware that the Company can only act as a mediator in these situations to try to facilitate an outcome satisfactory to both parties.

LIABILITY

In agreeing to the booking terms you agree to indemnify the owner against all losses and damage to the property and its contents, howsoever arising, including losses and damage arising as a result of any deliberate or negligent act or omission by you or any other person or animal accompanying you or any member of your party.

LAW

The contract between you and the Owner is subject to Scots Law.