A Highland Life

Standard Booking Terms and Conditions

Please take the time to read these terms before you make a booking with us. These are the terms and conditions under which we supply services to you. These terms tell you about A Highland Life, how we will provide services to you, what to do if there is a problem and how you and we may change or end the contract if required. If you have any concern regarding these terms please contact us to discuss the matter further. You can contact us on 07843 021 813 or by writing to us at hello@ahighlandlife.com or West Tempar, Kinloch Rannoch, Perthshire, PH16 5QE.

Within these terms the following definitions apply:

"Owner", "us", "we" shall mean Andrew Duncan and Katharine Duncan, Partners of West Tempar Enterprises, Kinloch Rannoch, Perthshire, PH16 5QE trading under A Highland Life and West Tempar Enterprises

"Customer", "you" and "your" shall mean or refer to the individual making the booking;

"services" includes all services offered by us to you as our customer, including accommodation, any activity or service detailed on our website such as the provision of Food, Tours, Fishing, Boat Hire, Stalking and more.

"Website" shall mean our website at www.ahighlandlife.com;

"Property" refers to the property you rent, or any other property let by the Owner;

Making a Booking

1. Bookings can be made, on our online reservation system or by contacting us directly (email, phone or post). If your booking is made through our online reservation system, you will receive a booking summary by email to the email address provided by you. This booking summary does not form a contract between us. A contract arises only when any payment due to us has cleared and your booking is confirmed by us, to you, in writing by letter or email.

2. If we are unable to accept your requested booking, we will let you know by email or phone and will not charge you for the booking. Examples may include a lack of availability, unexpected limits on resources, or because we have identified an error in the booking (description, price etc).

3. We ask that anyone making a booking is over the age of 18 years and in making the booking you confirm that you have the authority to do so from any other members of the party.

4. When we confirm your booking, you should check the details carefully. If anything is not correct, you must tell us immediately using the booking reference number that will have been assigned. We cannot be held liable for any mistakes that arise from you providing the wrong booking details.

Payment

5. We explain to you how to make payment to us, on our website or by telephone or email. For some services, this may include a deposit payment.

6. If a deposit payment is necessary, we will outline this to you. Our standard initial deposit is twenty five percent (25%) of the price for the services but different amounts may apply. Any deposit should be paid at the time of booking and is non-refundable after fourteen (14) days, from the date of booking.

7. Your balance payment, as well as any security deposit applicable, should be paid in full at least twelve weeks before the start date or, if there is less than twelve weeks it should be paid in full at the time of booking. If any payment due is not paid by the appropriate date as specified during the booking process then we may assume you wish to cancel your booking. We will normally send you a reminder before your booking is cancelled.

8. Payments can be made to us in cash, electronic transfer or by credit/debit card. Any sums paid by cheque must have cleared in advance and cheques made payable to West Tempar Enterprises.

Our Website

9. We try our best to ensure descriptions, prices and other content on our website are correct and aim to keep it updated. The information on the website may not always reflect the position at the time you place your order. We update and change our website from time to time to reflect changes to the properties, our services or other updates.

10. Unfortunately, we cannot guarantee our site, or its content, will always be available or fully functional. We will try to give you reasonable notice of any suspension or withdrawal of functionality.

Making changes

11. If you would like to make a change to your booking, please contact us as soon as possible. We will let you know if the change is possible. If it is possible we will ask for your confirmation to proceed with the change and will let you know about any implications, such as the price or the timing. If we are unable to make the change or the consequences of making the change are unacceptable to you, you may choose to end the contract.

12. We do not expect to have to make any changes to your booking or the contract, but occasionally problems occur, and changes need to be made or potentially bookings cancelled. Examples included when changes are required to reflect changes in relevant laws or regulation or due to unforeseen events or threats, abnormal weather events or public health guidance. If a change is necessary, we will contact you by phone or in writing as soon as reasonably practicable. For significant changes that we need to make, we will give you the opportunity of a refund for any services paid for but not received.

13. In the case of our accommodation, we may offer you one of our alternative properties of a similar size if available or offer different booking dates if reasonably practicable. If you accept the alternative property, we will not charge you any more than the price you paid for the original property. If the alternative property is advertised at a lower price you only need to pay the lower price.

14. If the booking is for another service, we will as soon as reasonably practicable and if possible, offer you alternative dates for the service. If you accept the alternative dates, you will not be required to pay any more than the price you paid for the original booking made.

15. In the unlikely event that you fail to tell us that you wish to accept any change or alternative property or dates for services offered, we are entitled to assume you wish to cancel your booking and will offer you a refund.

16. To supply our services to you we will need information from you that will be outlined to you during the booking process, for example, your contact details or means of payment. If the information supplied is not correct or information is omitted, we may have reason to end or change the contract. We will not be responsible for failing to supply services or delays caused by you not supplying information when requested.

17. We provide our services to you in accordance with the dates and times set out in our booking confirmation. If the service is delayed by an event outside our control, we will contact you as soon as possible and endeavour to minimise the effect of the delay. Provided we do this we will not be liable for the delay caused, if the delay is likely to be substantial you may request to end the contract and receive a refund for services paid for but not used. We cannot be held responsible for delays outside our control.

18. We may have to suspend services for unforeseen reasons. In the event, we will contact you as soon as reasonably practicable to tell you we will be suspending the services. If we have to suspend the services, we will adjust the price so that you do not pay for services that you have not received.

What we ask of you

19. Please comply with instructions and guidance provided to you, by us, during the service. Information may be made available to you via our website or issued to you in person by us as is relevant to the service you have booked.

20. Please arrive at the time designated within your booking and acknowledge that the services are only available to you for the timeframe described within the booking confirmation. In respect of our properties please depart prior to the designated time.

21. We want you and the members of take the health and safety of all our visitors very seriously. Therefore, when visiting the estate, we ask that our visitors ensure the following:

• Access to the premises must be taken by the clearly identifiable paths and tracks provided.

• You will queue for entrance to the premises on marked out points, where indicated.

• You will not stray from the clearly identified paths and areas of mown grass. If one-way systems are in place, you will follow directions regarding where and how you can walk around the premises, and will comply with any controls over how and where you can stop and linger in the premises.

• You will comply with all notices.

• You are responsible for ensuring that you wear footwear suitable the services that you have booked and that you are fit enough to undertake services booked that involve greater physical activity.

• 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.

• You will not attend our premises if you are aware that you are experiencing any symptoms of illness that may be contagious to others. In particular, please see the section of our Website regarding the coronavirus disease (Covid-19 Statement). If any Customer, upon arriving at the premises, appears to be displaying such symptoms, they will be refused entry.

22. Any Customer that, in the reasonable opinion of our staff members, fails to comply with their visitor obligations under these terms, may be asked to leave the premises immediately.

Your rights to end the contract

Frustration of the contract due to COVID-19

23. In accordance with guidance issued by the Competition and Markets Authority, if due to restrictions being implemented in Scotland, the UK or abroad:

• 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

• a key element of the services cannot go ahead or there is a material impact on the number of people that can take part in the services or 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. 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, subject to Clause 25, we will refund you in full for any sums paid to us (including your deposit) for services which have not been provided to you.

Ending the contract because of something we have done or are going to do.

24. If you are ending a contract because of something we have done or have told you we are going to do, as detailed in the list below in this Clause 24, the contract will end immediately and subject to Clause 25 we will refund you in full for any services which have not been provided to you and you may also be entitled to compensation. This includes the refund of any deposit payment made by you. The reasons are:

• we have told you about an upcoming material change to these terms which you do not agree to;

• we have told you about an error in the price or description of the booking you have made, and you do not wish to proceed;

• there is a risk that the ability to fulfil the booking may be significantly delayed because of events outside our control;

• we have suspended bookings due to any of the reasons set out in Clause 18; or

• you have a legal right to end the contract because of something we have done wrong.

Ending the contract for any other reason

25. If you end the contract for a reason not listed in Clauses 23 or 24 above, then the contract will end immediately but you will not be entitled to any refund or compensation.

26. Notwithstanding Clauses 23 and 24 above, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you request to end the contract or (in the case of paragraph 24) the contract is frustrated. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

27. If your booking is for accommodation services, you will have additional cancellation rights as detailed in Clause 45 below

28. If you wish to exercise your legal rights to reject the services purchased please contact us at kate@ahighlandlife.com

Our rights to end the contract

29. We may end the contract for services booked at any time by writing to you if:

• you do not make any payment to us when it is due;

• 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;

• we are unable to provide access to our premises for your scheduled booking due to the reasons set out in Clause 18; or

• other circumstances that we may deem commercially appropriate.

30. If we end the contract in the situations set out in Clause 20 or due to circumstances that we may deem commercially appropriate we will refund any money you have paid in advance for the services we have not provided to you.

31. 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.

If there is any problem with the services

If you have any questions or complaints about the product, please contact us by telephone on 07843 021 813 or write to us at hello@ahighlandlife.com or West Tempar, Kinloch Rannoch, Perthshire PH16 5QE. Alternatively, please speak to one of our members of staff at the premises.

Liability

32. 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, for example, if you discussed it with us during the booking process.

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

Personal Data

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

Transfers

35. We may transfer our rights and obligations under these terms to another organisation. 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 for services not provided.

36. Unless we have granted permission to you, you cannot sell or otherwise transfer your booking purchased for profit or commercial gain.

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

Disclaimer

38. We have taken every care to ensure that the accuracy of property descriptions on our Website and in our brochure and all information is provided in good faith and is believed to be correct. Other than the guidance/codes of conduct described in Clause 19 above applicable to the specific services booked, this information does not form part of the contract between us and you.

Severability

39. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Delay in enforcing this contract

40. 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. For example, if you miss a payment and we do not chase you, but we continue to provide the services, we can still require you to make the payment at a later date.

Dispute Resolution

41. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are a consumer and are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to Retail ADR via their Website at http://www.retailadr.org.uk. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform at https://ec.europa.eu/consumers/odr/main/, a portal through which you can submit a complaint to a registered Alternative Dispute Resolution Provider. However, please note, Retail ADR is the approved Alternative Dispute Resolution Provider for the United Kingdom and so it is likely that disputes logged via the EU ODR Platform will be dealt with under the Retail ADR dispute resolution procedure in any event.

Governing Law and Jurisdiction

42. These terms are governed by Scots law and you can bring legal proceedings in respect of the services in the Scottish courts.

Additional terms applicable to bookings for accommodation services only

Security deposits

43. A condition of staying with us is that you look after the holiday home as though it were your own. We reserve the right to request a security deposit, which if requested must be paid prior to your use of the Property, in accordance with Clause 8 above. The amount payable for the security deposit may vary, depending on the property that you have booked. The cost of any damaged or missing items or exceptional cleaning will be deducted from this security deposit and the remainder returned to you following the end of your stay. We reserve the right to invoice the person booking the holiday for any replacements and/or additional costs incurred by us in connection with your booking.

Rent Includes

44. The rent you pay covers the following:

• Use of linen and towels provided at no extra charge;

• Crockery, pots, pans, glasses and cutlery;

• A reasonable quantity of appropriate fuel for cooking, heating, etc for your stay. Such provision will depend on the Property you choose (some are supplied with electric heating, oil fuel heating, air source heat pump heating and/or wood burning stoves). The digitally provided Property information pack will give you further details on the correct use of the Property's services.

Additional Cancellation rights

45. In addition to your rights to cancel a booking made detailed in Clauses 23 and 24 above, Customers that have made a booking for accommodation services may cancel such services in the following circumstances:

• Cancelation Rights: You may cancel within seven (7) working days of confirmation of your booking. If you do so, your deposit will be returned in full. If written notice of cancellation is received after seven (7) working days of confirmation of your booking, we will attempt to re-let the accommodation; although no guarantee of successful re-letting is given. If we are unable to re-let the Property you shall remain liable for the full rent due.

In the event of re-letting taking place, the deposit only will be retained, and any balance will be returned to you. You are advised to take out independent holiday insurance if you wish to cover any element of your holiday not covered by this flexible cancellation insurance, covering the duration of your holiday.

Check In / Check Out

46. You may check in any time after 4pm on your day of arrival (or earlier if prior arrangements have been made with us). Check out is any time before 10am on the last day of your booking.

We ask that you please let us know your estimated time of arrival.

Information Pack

47. Each Property comes with a digital information pack which shall be provided prior to your arrival. It contains useful information on the Estate and the proper operation of the specific facilities and services provided in your Property. As some of our facilities (including the Property's heating and waste disposal services) may not be familiar to all our guests it is essential that you familiarise yourself with the information pack on arrival. It is a condition of our contract with you that you respect the facilities provided and comply with the user conditions set out in the information pack.

Property Care and Visitor Obligations

48. There is strictly no smoking within the Property. A surcharge will be made for cleaning fabrics on evidence of smoking in the Property.

49. Depending on which Property you are staying in, you are allowed to bring up to four dogs with you at a charge of twenty-five pounds Sterling (£25.00) per stay. Please consult our Website to confirm which Properties accommodate dogs. Dogs must not be left unsupervised in the Properties at any time. No other pets are permitted.

50. The number of guests at any time is restricted to the number of guests indicated on the booking form and restricted under current Scottish Government Covid-19 guidelines and regulations (always subject to the maximum number of guests for your Property stipulated on our Website).

51. In the unlikely event that you discover any damaged items on arrival, you agree to inform us immediately (so that you will not be held liable and for us to arrange a repair / replacement as soon as possible).

52. We have the right to enter the property at any reasonable time for the purpose of inspection, repairs, etc. except in cases of emergency where quick access is vital, in which case we ae entitled to enter the Property at any time without giving you prior notice.

53. During your stay, you are responsible for the contents of the property and we will pass on the cost of any damages/breakages to you (beyond reasonable wear and tear).

54. You agree to leave the Property in a clean and tidy condition. Cleanliness is important to us and to our guests.

In the aforementioned information pack, you will find a note of the standard professional cleaning time required for your Property. If additional time and materials are required (out with additional cleaning hours due to Covid-19) following your departure they will be invoiced to you at cost.

55. You agree that the Properties let by us are to be used for the purposes of a holiday let to which Section 12(2) and paragraph 8 of Schedule 4 of the Housing (Scotland) Act 1988 apply. The booking agreement confers a right to occupy the accommodation for the agreed period only.

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

57. You undertake to leave the Property without demand at the termination of the agreed period of hire.

58. West Tempar is a tranquil place, and we ask your help us in keeping it that way. You agree to prevent any member of your party from causing a nuisance or disturbance in or around the Property. In the event of such a problem arising, we reserve the right to require you to vacate the property on demand without payment of compensation to you.

59. All tenants must comply with all health and safety measures outlined in the Covid-19 statement which will be sent to you with the confirmation of your booking.

Rural Clause

60. Part of the charm of the countryside, with the beauty of our natural scenery and our distance from the bustle of the city, means that we have less security of supply of services that are taken for granted in cities.

Thankfully, problems such as power cuts or uncooperative septic tanks are few and far between at West Tempar. 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 accept that as the extent of our liability.

Security

61. Please ensure that the house is left secure when you go out. In the unlikely event that anything of yours is stolen from the Property (locked or unlocked) it will be your own responsibility.

62. Equally, please ensure that your vehicles are securely locked and parked without obstruction.

Please note, when we use the words “writing” or “written” in these terms, this includes emails.