

THE BOAT HOUSE

ROTHIEMURCHUS

BOOKING TERMS AND CONDITIONS

Our Booking Conditions describe our policies and procedures and clarify the contractual relationship between you and the Owner of the property, they do not affect your statutory rights.

1. General

1.1 Customers renting the property are referred to as “the Guest”.

1.2 The Boat House is owned by John Peter Grant c/o The Dell Office, Rothiemurchus, by Aviemore, PH22 1QP and is referred to as “the Owner”.

1.3 The team - Hosts, Concierge Service and Housekeeper working on behalf of the Owner are referred to as “Management”.

1.4 Your booking should be for a holiday only unless otherwise agreed in writing.

The Boat House must not be used for parties, weddings or commercial filming without prior written agreement. A Facility Fee may be payable if The Boat House is being used for any other reason than for a holiday.

1.5 You must be 21 years or over when you book the accommodation. We have 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 us immediately if you find any discrepancy.

1.6 There is a folder on the little kitchen window table with important advice including emergency procedures; you and your party must read these on your arrival or we can email you safety and important bits in advance.

1.7 Rothiemurchus is a special place. The stunning scenery and landscape, most of the natural habitat, much of the wildlife and many of the buildings are protected and most has international designations. We all care for this exceptional but sensitive place – please use the path network that you help us maintain, (our path network maps are in the welcome folder). Please keep dogs under close control except in our dog exercise areas and keep them away from cattle. Please be very careful to avoid lighting fires. There is a copy of the Scottish Outdoor Access Code (SOAC) in The Boat House; the principle is that we all take responsibility for our own actions.

2. Duration and Times of Rental

2.1 Rentals commence at 5.00pm (1700) pm on the first day of the rental period and end at 10.00am (10.00) on the day of departure, unless otherwise notified in writing by Management. This period is referred to as “the Holiday”.

We would be grateful if you could email us an approx. time of the first guest’s arrival

2.2 The period booked will be stated on the confirmation sent by email to the Guest when they book (the "Booking Confirmation"). The period booked cannot be exceeded unless Management gives written approval. The Guest will be liable for any cost, of whatever nature, incurred because of an unauthorised extension

The Rental Period cannot be exceeded unless Management gives written approval. The customer will be liable for any costs incurred because of an unauthorised extension.

2.3 Your host's details will be sent to you with your key code in the week prior to your stay.

2.4 Late or non arrival. **Please let us know if you will be arriving late.** Where there are road, ferry, rail or plane disruptions due to bad weather conditions or industrial action, the Owner or Management cannot be held responsible for non-arrival and no refunds will be given.

2.5 Departure. Please be ready to leave by 10.00 on the day of departure unless previously agreed in writing. Please respect this as we have limited time to prepare for the next guests.

Please leave the kitchen and dining room keys inside in their locks and your Front Door key in the key safe.

Please check carefully you have left nothing behind.

Please N.B 6, 7, 16, 17, 18

3. Deposit

3.1 If a booking is made twelve weeks or more before the first day of the Rental Period, a 30% non refundable Booking Deposit is payable. The Booking Deposit shall be paid by the Guest at the time they submit the booking to the Owner.

3.2 If a booking is made less than twelve weeks before the first day of the Rental Period, the full Rental Fees, plus any additional charges, must be paid at the time of submitting the booking.

3.3 The Guest's submission of a booking is an offer to book the Property. If the Property is available on the requested dates, the Guest will receive a Booking Confirmation. At this point a binding contract, incorporating these Conditions, will come into existence. The Owner reserve the right to refuse a booking and if the Owner refuses a booking, the Deposit and any additional charges paid by the Guest will be refunded immediately.

4. Final Payment

4.1 Unless otherwise agreed by the Owner in writing, the Rental Fee shall be set out on the Website at the time of submitting the booking.

4.2 Subject to clause 5, as soon as the Booking Confirmation is sent, the Guest is responsible for payment of the balance of the Rental Fees

4.3 along with any additional charges such as optional extras.

4.4 Payment of the Rental Fees and additional charges are due twelve weeks before the first day of the Rental Period (the "Due Date") and non-payment by the Due Date may be treated as a cancellation.

4.5 If the balance of Rental Fees is not paid by the Guest on the Due Date, then the Customer will be deemed to have cancelled their booking the Owner shall retain the Booking Deposit and be liable for payment of the balance. See 6. Insurance

4.6 The Owner shall send a reminder of the Due Date set out on the Booking Confirmation.

5. Cancellation

5.1 Once you have made a booking online you are then liable for the booking. It is expected that you will take out cancellation insurance to protect your booking (see 6 below). However, there is a 48 hour period from the date and time you make your online in which you may change the dates or cancel your booking in writing and you will be refunded any amount paid less any charge incurred.

5.2 A booking can only be cancelled prior to the first day of the Rental Period.

5.3 A Customer who wishes to cancel the booking must notify Management in writing ("Cancellation Notice"). If you need to cancel a reservation for any reason, we must be notified by telephone immediately and the cancellation must also be confirmed in writing and acknowledged by our management, either by email or by post, within 5 days. This gives us the best chance of reletting the property.

5.4 By making your booking our agreement is a legal contract and your deposit is non-refundable. If you cannot take your holiday and the booking cannot be re-let, you are still liable to pay for the booking in full, even if we have not received your balance, If we do succeed in reletting, you are no longer liable for the balance and if you have paid it, we will refund it to you less a £20 administration fee (plus VAT).

5.5 In the event that a Cancellation Notice is received, Management, will do their best to relet the property and balances will only be refunded if the property is relet.

6. Insurance

6.1 The guest is strongly advised to take out Holiday Cancellation Insurance to minimise costs and inconvenience in relation to cancelled bookings.

7. Cautionary Good Housekeeping Deposit

7.1 The Guest must use the property responsibly such as making sure the buildings are locked when they are out and ensuring that all guests are briefed on the content of the welcome folder; the cost of all damages and losses to the contents, equipment and decoration caused by the Guest must be paid for in full.

7.2 You will be required at the time of making your final payment to provide us with a Cautionary Good Housekeeping Deposit of cleared funds worth £200.00, which is property specific and will be advised to you at the time of booking, as a deposit to cover damage, loss or loss of rental as a result of the conduct of the Guest or members of the Guest's party, dog or any other person

authorised to enter the property at the Guest's invitation or authority. Please note this payment is returned within 5 working days of your departure. Guests are liable for loss and damage caused to the Owner's property and contents to the full value of the owners' loss even though the value of the loss exceeds the damage deposit.

8. Optional extras

Optional extras, are listed on the Website and will be charged at the rates shown on the Website.

9. Price Changes

9.1 The Owner reserves the right to amend prices on the Website due to errors or omissions, but such changes shall be notified to the Guest as soon as possible and the Guest shall be able to end the contract if the amended price is significantly higher than the original price quoted.

9.2 If there are any changes in the rate of VAT between the date the Customer submits a booking and the date of the Booking Confirmation, the Owner will adjust the rate of VAT and the Guest agrees to pay the applicable rate.

10. Method of Payment

If you do not wish to use our online booking facility or for additional charges, please contact Management by email theboathouse@rothie.net or telephone Amy or James on 01479 812345.

11. Overseas bookings

Guests located outside the United Kingdom shall pay in Pounds Sterling by Mastercard, Visa card or by international electronic transfer. Any charges for payments from overseas will be passed on to the Customer.

12. VAT

VAT is included in the Rental Fee

13. Descriptions

13.1 Some of the information on the Website relates to shops, activities and amenities in the surrounding area. Closure of such premises and other changes to external facilities are outside Management's control. If Management is aware of any material changes to the Website at the time of the Guest's booking, then we shall endeavour to inform the Guest of these changes. However, this information is provided for general information purposes and is not intended to amount to advice on which Guests should rely. Although management makes reasonable efforts to ensure the information on the Website is up to date, Management makes no representations, warranties or guarantees, whether express or implied, that the content on the Website is accurate, complete or up to date.

13.2 Fast WiFi is provided by a private Rothiemurchus wireless network. This has proved to be reliable subject to local fibre and network conditions.

14. Priority

If there is any ambiguity or inconsistency in or between these Conditions and the information on the Website, these Conditions shall prevail.

15. Inventory

Any discrepancies in the Inventory are to be reported to the Owner or Management within 24 hours of the start of the Rental Period, otherwise the Inventory will be deemed to be correct.

16. Smoking

Please don't smoke in the house nor in the sheds. All of Rothiemurchus is protected and most is an important habitat for many rare and at risk species. Careless smoking has caused fires which have destroyed large areas of ancient woodland and damaged fragile habitat. Take great care not to smoke near woodland, heather or in dead grass and that all signs - cigarette butts and ash, are disposed of safely.

17. Dog Friendly

We know how important it is to have your four-legged friend with you when you are on holiday, however, dogs must be well behaved. We have made a fenced area adjoining the Boat House for them to run off lead as we have throughout Rothiemurchus, so that when you are on a walk they will stay by your side.

17.1 Dogs are the only pets permitted at the Property.

17.2 We welcome up to two dogs for each booking.

17.3 The charge for each dog will be £25.00

17.4 Dogs are only permitted with the prior written consent of Management

17.5 The Guest agrees that they shall be kept under control.

17.6 Dogs are not permitted upstairs or in the downstairs bedroom or on the furniture in the Property and the Owner cannot accept responsibility for their safety.

17.7 Dogs must not be left in the Property unsupervised as this can result in considerable damage to the Property and distress to the dog.

17.8 Poo bags will be provided. All waste must be double bagged and put into the bin provided

17.9 Any fouling of lawns, paths or outside surfaces shall be cleared up without delay, by the Guest. Failure to do this will result in additional charges being made which will be recovered from the Cautionary Good Housekeeping Deposit.

17.10 All sign of dogs - inside and outside The Boat House must be removed by you – the Guest before departure.

17.11 Any fouling of internal areas shall be professionally cleaned and the cost borne by the Guest. Any accidents must be notified to Management immediately.

18. The Guest's obligations

The Guest agrees:

18.1 To report to Management any damage, destruction, loss, defect or disrepair affecting the Property or items listed on the Inventory as soon as it comes to the attention of the Guest or a member of their party. We understand that small breakages can happen, inform management immediately so items can be replaced or repaired prior to the arrival of future Guests. If you do break anything, please tell your host and do not try to repair or replace yourself.

18.2 To pay for any losses or damages to the property and contents caused by The Guest or a member of their party (reasonable wear and tear excluded) and the cost of any damage (which may be recoverable under insurance policies). If damage is directly attributable to the Guest, then the Owner, has the right to reclaim any costs incurred up to the sum of £500 from the card the Customer used to pay the Rental Fees.

18.3 To take good care of the property and leave it in a clean and tidy condition at the end of the Holiday, with exception of linen to be laundered. A cleaning service is not provided during the holiday unless otherwise requested and confirmed in writing by Management. Should Management be dissatisfied with the condition of the property upon the guests' departure an additional cleaning charge will be taken from the Cautionary Good Housekeeping Deposit, this will be charged at £20 per hour and the Owner reserves the right to refuse to take a booking from that Guest in the future.

18.4 To permit the Owner and his Management reasonable access to the property at all times without notice, for maintenance and supervision. Every reasonable effort will be made to give reasonable notice if this is required.

18.5 Not to part with possession of the property, transfer, sell or share it, except with members of the party shown on the Booking Confirmation without Management's prior written consent

18.6 All Guests at the property must be notified to Management at the time of booking.

18.7 Not to exceed the total number of occupants stipulated in the property description and on the Booking Confirmation. A cot may only be occupied by a child aged 24 months or less.

18.8 Not to cause an annoyance or become a nuisance to occupants of neighbouring premises.

18.9 Not to smoke inside the house or outbuildings at this non-smoking Property and that all signs - cigarette butts and ash are cleared and disposed of, by you, the guest, before departure.

18.10 On departure all windows and doors must be checked and securely locked. Keys must be returned to the key safe and the key safe locked properly. In the event that keys are not returned, then a charge will be incurred by you, the Guest to cover locksmith costs to change locks and replace keys.

19. Non-availability of Property

19.2 Where the Event Outside Control (for example - flood damage), results in the Property becoming unavailable during the Rental Period, or the property is not available on the date booked or the property becomes unsuitable for holiday letting; the Guest will be contacted as soon as reasonably possible, the Guest may end the contract and all payments paid in advance by the Guest will be refunded. The Owner's obligations under these Conditions will be suspended and the time for performance will be extended for the duration of the Event.

20. Liability

20.1 Nothing in these clauses excludes or limits the Owner's liability:

1. for death or personal injury caused by the Owners' negligence;
2. for any matter which it would be illegal for the Owners to exclude or attempt to exclude their liability.

20.2 If the Owner fails to comply with these Conditions, the Owner is responsible for losses which are a foreseeable result of their breach of these Conditions or their negligence, but the Owner is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of the breach or if it was contemplated by the parties at the time the parties entered into a binding contract.

20.3 The Owner is not liable for business losses. The Owner only lets the Property for domestic and private use. If a Guest, uses the Property for any commercial or business purpose the Owner will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

21. Suggestions and complaints

We welcome suggestions. Please let us know straight away if there is something not working in the house or if you have any suggestions to make your stay more comfortable. Any concerns about cleanliness of the property should be reported within two hours of entry.

21.1 We hope that you will not have any cause for complaint, but in the event of a problem arising and should you have cause for complaint by how it was dealt with please notify the Management in the first instance or the Owner, as soon as reasonably practicable, so that any problem may be speedily resolved and as Management or Owner may be required to carry out an on-the-spot investigation of the Property. Guests have a legal obligation to mitigate their loss.

21.2 The Guest agrees that the Owner shall be given the opportunity of investigating the complaint within a reasonable time and the opportunity to correct issues during or after the Rental Period.

21.3 If Management or the Owner are denied the opportunity of investigating the complaint within a reasonable time or denied the opportunity to put matters right during the Holiday, then the Guest will waive all rights.

22. Breach of Contract

22.1 If there is a breach of any of these clauses by the Guest or any of their party, the Owners or Management reserve the right to re-enter the property and end the Holiday and ask the Guest and their party to leave.

22.2 If there is a breach of any of these conditions by Management or the Owners, then the Guests have the right to end the Holiday and leave.

22.3 Ending the Holiday by the Owner or the Guest does not affect that party's other rights and remedies

24. Personal Data and Privacy

24.1 The Owner only will use the personal information you provide:

1. to verify the identity of the Customer and Guests who will be occupying the Property; and
2. to contact the Customer and Guests by email with information about the Owner's Property.

24.2 Management will not pass your information to anyone else

24.3 Management may retain your information for the period necessary to fulfil the purposes for which it was first collected unless a longer retention period is required or permitted by law.

25. Validity Clause

In the event that a court finds that a condition (or part of a conditions) in these Conditions is invalid, unenforceable or illegal, the other conditions shall remain in force.

26. Governing Law and Jurisdiction

The contract between the Owner and the Customer shall be governed by the laws of Scotland. Each party irrevocably agrees that the courts of Scotland shall have the exclusive jurisdiction to settle any dispute of claim arising out of or in connection with the contract or its subject matter or formation (including non-contractual disputes or claims).

27. Authority to sign

The Guest who completes and submits the booking warrants that:

27.1 the Guest is authorised to accept these Conditions on behalf of the Guests, including those substituted or added at a later date;

27.2 the Guest is over twenty-one years of age; and

27.3 the Guest agrees to take responsibility for their party occupying the Property, and to notify Management if they are not part of their party.

28. Cleaning, bed linen and towels

If the booking is for longer than one week, guests will be given clean linen weekly and the property will be cleaned every week if required. Please send us an email and we will contact you to agree arrangements. More regular cleaning or clean linen at a charge of £25.00 inc. VAT per guest can be arranged, please let us know in advance of your visit.

29. Third Party Rights

The Owner and Customer do not intend that the contract between them should be enforceable by any person solely by virtue of the Contracts (Rights of Third Parties) Act 1999.

30. Gift Vouchers

Our Gift Voucher can be redeemed against a holiday booking within 24 months of the date of issue and will expire after this date. The Owner shall not be responsible if this voucher is lost, stolen, damaged, impaired, corrupted, destroyed, deleted or used without permission. This voucher is non-exchangeable, non-transferable and non-refundable. No cash alternatives or substitutions are available. If the holiday booking price exceeds the amount of the voucher, the deficit must be paid by debit or credit card. All bookings are subject to the Booking Conditions which can be found on the website. To redeem your Gift Voucher, please either email theboathouse@rothie.net or call The Boat House management on 01479 812345.

Any questions?

Just ask us...

theboathouse@rothie.net

Please give us your email address to receive regular updates, news and special offers for The Boat House. *We'll never give your email address to anyone else...*

theboathouse@rothie.net

31. Privacy

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