

Otter Lodge Auchterarder Rental Terms & Conditions October 2018

Thank you for your interest in Otter Lodge Auchterarder ("Otter Lodge" / "the Lodge" / "we") and kindly request that you ("the Hirer") read the following important information and terms and conditions of stay carefully, as they form a binding contract between us. By confirming your booking with us you confirm you understand and accept the following terms and conditions. Bookings made via Trip Adviser are subject to their payment procedures and payment / refund terms as set out at time of your booking online.

*All other Terms & Conditions of your stay are as undernoted and reproduced on our website:
www.otterlodgeauchterarder.co.uk*

Making your booking

- A 20% deposit is required at the time of booking to guarantee your booking unless booking made less than 28 days before arrival in which case total balance is payable on reservation.
- A £250.00 "security deposit" is charged on final balance invoice. This sum will be refunded to you within 7 days of checkout – subject to damages and terms of the Security Deposit policy noted over.
- The balance is to be paid no less than 6 weeks (42 days) before the start date of your stay. If we do not receive the balance within this time the Lodge will be re-advertised as available and may be re-let. Your deposit will not be refunded
 - Cancellation:
 - If you cancel your booking at least 28 days before your arrival date, you will receive a 50% refund (less the deposit which is non-refundable).
 - If you cancel your booking within 28 days before your arrival date no refund will be made. (We will endeavour to re-let the lodge which, if successful, you may receive 50% refund, less the non-refundable deposit).

Cancellation requests must be made in writing and sent by email to: otterlodge@btinternet.com - and will be effective upon return email acknowledging cancellation date... normally within 24 hours of receipt.

- Refunds may be considered under exceptional circumstances, not including bad weather or disruption to travel arrangements. We recommend guests take out appropriate Travel Insurance for such problems.
- Rental bookings will not be accepted in respect of any person under the age of 21 years old. It is also a condition of the booking that Otter Lodge cannot be sub-let to a third party by the principle guest. If this is found to be the case the third party will have to vacate immediately with no refund.
- Completing the Otter Lodge Booking and Pre Arrival Form provisionally books Otter Lodge -however bookings are not confirmed until you receive a telephone call / email confirmation / receipt from us - this will usually be within 24 hours.
- The Grandeagles Park is monitored by Park Management for security purposes and we and / or the Park owners reserve the right to ask any party or persons to leave, or refuse entry onto the site of any person or persons, where in their /our opinion they are causing excessive noise / nuisance / annoyance to other guests, or not adhering to any other rules and conditions of the Park or the terms and conditions of your stay at Otter Lodge. If this happens, there will be **no refund given**.
- Guests are responsible for the security of their own belongings and vehicles and must ensure that the Lodge is secure when unattended. Guests are advised to ensure they have adequate **Travel and Healthcare insurance** to cover disruption to travel arrangements, loss or damage to personal possessions and in respect of personal illness or injury throughout the duration of your stay.

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About your Stay

- Weekly lets are from Saturday to Saturday during High Season – or by arrangement subject to availability.
- Weekend lets are for 3 nights (Friday to Monday) or for 2 nights (Saturday and Sunday) and may not be available during the high season
- Check in is from 2.30pm on day of arrival and check out is by 10am on the day of departure. We will endeavour to meet and greet you at your estimated time of arrival – or advise you pre arrival on where to access a key for entry. Please be aware that we will arrive promptly on day of departure to provide adequate time to undertake Lodge “change over” and cleaning ahead of new guests arriving.
- All members of the party must adhere to the safety notices and rules of Grandeagles Park and as set out in your Guest Information Folder in the Lodge and noted on and around the Park.
- Respectfully, Otter Lodge is **strictly no smoking – both internally and immediately surrounding the lodge.** This is to meet our insurance policy restrictions, out of respect to our immediate neighbours and for the comfort of future non smoking guests. Therefore if you, or any of your party, are smokers, we kindly ask you to consider this condition carefully before requesting to book. The use of candles or other **naked flames** are also not permitted due to fire risk.
- Regretfully, whilst we do love our 4-legged friends- we **do not accept Pets** within the Lodge.
- Otter Lodge is particularly suited to adults / couples seeking a relaxing and a special “get away” and has not been designed (internally) with young children in mind. Children may be allowed under certain circumstances and by prior agreement. Parents / guardians are responsible for their children’s behaviour and safety at all times including the area surrounding the Lodge (river and deck), the Park and within the Lodge itself (e.g. glass furniture and fittings are present).
- We provide bed linen and towels (1 x bath towel and 1 x hand towel) for the maximum occupancy and 1 x hand towel in main bathroom.
- The first £20.00 of electricity is provided on a weekly basis (more than adequate for “normal” use during winter months e.g. cooking, heating etc). Thereafter meter prepayment cards are available from Lodge 10A.
- We operate a “fair internet usage policy”. 1GB of Wifi data is provided free of charge for the duration of your stay (over 3 nights) or 2GB (over 7 days) – this allowance is generally sufficient for “normal” internet usage e.g. emails, social media, reasonable web browsing and limited music streaming - however should guests wish to stream data hungry content (e.g. movies) or, for example, download numerous social media videos we would advise that guests ensure they have sufficient mobile data for their anticipated usage requirements e.g. their own “mobile phone hotspot”/ mobile data.

We regret that due to the (beautiful) nature of surroundings (hills / trees etc), an unbroken service cannot be guaranteed (we estimate, from day to day experience, connection to be approx 75% reliable). 4G reception is however quite good and therefore again, recommend to guests who do require internet access at all times to ensure they have appropriate “back up” via personal mobile data with, for example, their mobile phone provider. The wifi signal strength is adequate for “normal” internet downloading but is likely not adequate for streaming of movies etc.

Should you wish to arrange additional wifi data via ourselves prior to your arrival, please contact us in good time and we will provide a cost based on your anticipated requirement (broadly in line with SIM-only mobile data provider’s charges).

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Security Deposit

At time of balance payment, a security deposit of £250.00 is applied and will be refunded as soon as practically possible within 7 days of departure subject to the following policy:

That you ensure the Lodge is left in a clean and tidy condition and that the Lodge and its contents are respected at all times – as you would your own home. We respectfully request that outdoor shoes are not worn on carpeted areas of the Lodge. If damage occurs (beyond fair wear and tear) or excessive / additional cleaning is required then we reserve the right to deduct reasonable costs from the Security Deposit. For the comfort of all our guests, Otter Lodge is **strictly no smoking**. If you do not respect this policy and there is evidence or witness of smoking (including smell) in the Lodge we have an arrangement with a local cleaning contractor to deep clean the Lodge. The cost of this service will be deducted from your Security Deposit together with any compensation we may require to offer newly arriving non smoking guests.

To help us prepare for guests arriving after your stay, if there are any accidents or breakages during your stay please make a note and advise us before departure by telephone, email or by leaving a note in the Lodge. We have endeavoured to provide guidance on how to deal with damage/ spillages etc. Advising us of any damages etc prior to your departure may give us more time to rectify any problems or replacements prior to new guests arriving – which may be later the same day. Certain damage or additional / special cleaning may require additional reimbursement by yourself and / or affect the return of your Security Deposit.

We appreciate that removal of items from within the Lodge is usually accidental and otherwise, rare. A printed Inventory is contained within the Lodge Guest Information Folder – updated at the date of your arrival. If an item has been mistakenly packed / taken away when you leave, you are requested to inform us as soon as possible - within 3 days – with a view to making arrangements for return of said item/s.

Keys must be returned to the Key Safe device advised on check-in. Keys not returned will incur a £25 charge to cover cost of replacement, time and inconvenience.

LEGAL DISCLAIMER

This Contract is for a short term holiday let only and is entered into between Otter Lodge Auchterarder and the person making the actual booking (who must be over 21 years old) and all the other members of your party as notified by you. The contract is effective once the completed signed booking form is received with the required payment and we have sent you written confirmation of acceptance. You are required to check the confirmation carefully upon receipt and advise promptly if anything appears incorrect. The Contract is subject to Scottish Law and the jurisdiction of the Scottish Courts.

LIABILITY

Otter Lodge shall not be liable for death or any personal injury. No liability is accepted for any other damage, injury, loss, expense accidental or otherwise or inconvenience to you or any member of your party and/or your or their belongings, damage by or to any third party or for damage to any motor vehicle or its contents which may be suffered, incurred, arise out of or in any way connected with the let. The terms of the Contracts (Rights of the Third Party) Act 1999 shall not apply to this contract.

GUEST NUMBERS /

GUEST NUMBERS & ADHERANCE TO TERMS AND CONDITIONS

Under no circumstances may more than the maximum number of persons, as permitted at time of booking confirmation by Otter Lodge occupy the Lodge. Names and addresses of all people staying at the Lodge need to be given at the time of booking. Admittance may be refused if this condition is not observed – or if people checking into the Lodge do not concur with the pre advised guests intending to stay. We also reserve the right to refuse entry or revoke bookings from parties that, in our opinion, prove unsuitable or otherwise to stay at the Lodge or The Grandeagles Park – or those whose behaviour is not in adherence with the agreed Terms and Conditions (**for example, though not exclusively, smoking policy / “party” / pet policy**) and those of the Grandeagles Park. All payments/charges will be refundable, in full, on a remaining daily basis, less (if applicable), the full cost of all repairs or replacements of any item in, around, or to the Lodge and in addition to the security deposit policy.

BOOKING ALTERATION

We reserve the right, in the interests of safety or any other reason beyond our control to cancel the booking or alter arrangements made for you. In this unlikely event we guarantee to return to you any payment/charges made in full including the deposit within 48 hours. If we have a request from you to change the dates of the booking after confirmation has been issued, subject to the change being requested more than 6 weeks prior to the commencement of the holiday and Otter Lodge has availability for those new dates there will be no charge for the change in booking.

RIGHT OF ENTRY & CONDITIONS OF USE

We reserve the right to enter the property at any reasonable time for the purpose of emergency repairs should they become necessary. We will of course respect your right to privacy and confidentiality and accommodate any reasonable request as to timing or arrangements in this. The property must be securely locked when you and the members of your party are away from the Lodge and care taken not to expose the property to any fire risk or other risk such as flooding. You and each one of the members of your party are responsible for acting in a responsible manner during the holiday period. We reserve the right to retake possession of the Lodge at any time for any reasonable reason and in particular where serious misconduct has arisen in or around the property.

For the avoidance of doubt – parties e.g. “hen or stag parties” ***are not permitted***.

DESCRIPTIONS

We have made every effort to describe the Lodge as accurately as possible. All information contained on our website, social media and other such public material is given in good faith and is correct at the time of publication. We cannot be responsible for changes beyond our control or which may become known after publication without reasonable opportunity for updating materials.

COMPLAINTS

Otter Lodge is first and foremost a much-loved family holiday home that is made available to guests who appreciate the comforts and surroundings of home. We are fortunate to have received “5 star” feedback from guests who have stayed and many returning guests. Our absolute goal is to ensure you enjoy your stay– and that you will also wish to return. Please do inform us immediately if a problem arises and we will make every effort to rectify it as soon as possible. In the event of an unforeseen breakdown of domestic appliances, plumbing wiring or any other unforeseen occurrence or circumstance we regret we cannot pay any compensation or expenses of any kind.

We thank you for taking time and care to read and agree to these terms and conditons.

Otter Lodge Auchterarder, as at October 2018