

# Lunga Estate Cottages

– Terms & Conditions

## 2022-3

We want to make sure you have an enjoyable and relaxing stay at our cottages, Lodges and cabins

Do get in touch if you've any queries at all: Johanna @lunga.com 01852370177

### 1. THE CONTRACT

1.1. The Contract for a short-term holiday rental will be between the Owners of Lunga Estate Cottages (referred to as “us” or “we”) and the person making the booking and all members of the holiday party (referred to as “responsible person”, “you”, “your”, “guests”) under the following booking conditions. Scottish law will govern the Contract. The Contract will be subject to the booking conditions in this document and must be complied with.

Please ensure that you read these Terms carefully and check that the details on the Booking (including the Arrival and Departure dates) and within these Terms are complete and accurate. Before you submit the Booking Reservation If you think that there is a mistake within these Terms or that these Terms require changes, please contact us to discuss. We will confirm any changes to the terms in writing to avoid confusion between you and us.

1.2. Once you submit a booking Reservation to us and pay a deposit, we will send you a Booking Confirmation this online booking, and payment of the booking deposit forms the contract between us.

1.3. The person whose name is on the booking form (referred to as the “Responsible Person”) agrees to take full responsibility for ensuring that all the following Terms and Conditions are adhered to by all members of the party. The Responsible Person must personally stay at the accommodation throughout the holiday and be at least 18 years of age at the time of booking. (See also para 4.3)

1.4. The names, addresses and ages of all members of the party must be shared with the Owners on request.

1.5. The maximum number of people who can stay at the property will be notified to you on the website. ( [www.lunga.com](http://www.lunga.com) ) You will guarantee that you will not exceed that number.

1.6. You agree to not arrive at the Property before the Arrival Date and time and to depart from the Property after the Departure Date / time. The Property will not be available outside of the times reserved by you. We reserve the right to make a reasonable additional charge (whether by retaining a security deposit if applicable or otherwise)

## **2. BOOKINGS & PAYMENT**

- 2.1. Bookings made directly with us are confirmed on receipt of the non-refundable booking deposit which is 25% of the total holiday cost.
- 2.2. The balance of the rental will be due for payment 1 day before agreed exit of the Property. If full payment is not made after exit. Lunga Estate reserves the right to charge for the full payment on the reserved credit card directly.
- 2.3 Payment may be made by debit cards, credit cards, PayPal Cheque or BACS transfer (please use your surname as reference on all BACS transfers)
- 2.4. We reserve the right to add a breakages fee if damage is seen to be done due to negligence rather than just normal wear and tear.
- 2.5. If renting for more than 14 days A security/good housekeeping deposit of £200 is required 2 days before the arrival date. This will be returned in full within 7 days of the departure date if the accommodation is left in good condition (with no breakages or damage, marks, stains to furniture/walls/flooring/linen etc.) and by the agreed departure date. In the unlikely event that extra cleaning fees, late departure penalties, breakage, loss or other costs are charged these will be deducted from the security/good housekeeping deposit (or invoiced if any serious damage exceeds this amount).
- 2.6. Bookings made through other platforms (e.g., Airbnb, trip advisor) will be subject to the additional terms and conditions of, and any addition fees made by the relevant platform.

## **3. CANCELLATION**

- 3.1. Cancellations must be immediately notified to us by email.
- 3.2. If you cancel more than 32 days before your arrival date you will not be charged the full rental and we will return your deposit minus a £10 admin fee,

If COVID/other Pandemic terms apply and you need to cancel due to a countrywide pandemic travel restrictions more than 14 days before your arrival date, then you will be refunded the rental paid, less the £10 non-refundable booking fee which covers some of our unavoidable administration costs. Or you can transfer your booking to an alternative available date if you prefer.

- 3.3. If you cancel 31 days or less before your arrival date you will forfeit the full deposit. If 14 days before or less, you will forfeit your full rental fee, unless we can find an alternate booker for those dates.
- 3.4 If you cancel /change just part of your booking less than 2 weeks before you will forfeit the full rental fee unless we can rebook that portion.
- 3.5. If staying more than 14 days Your security/good housekeeping deposit will be refunded in the event of a cancellation.
- 3.6 We recommend that you take an appropriate travel insurance policy before placing your Booking Reservation.

#### **4. TERMS OF USE**

4.1. The property is let to you to occupy as a holiday let, and the booking agreement confers the right to occupy the house for a holiday for the agreed period only and cannot be defined as a private residential tenancy or assured tenancy (as described in paragraph 6 of schedule 1 of the Private Housing (Tenancies) (Scotland) Act 2016, and section 12 and paragraph 8 of Schedule 4 of the Housing (Scotland) Act 1988).

4.2. You undertake to use the property solely for its purpose as self-catering holiday accommodation and to accept the Owner's right to refuse access to the accommodation to any person, whether the Responsible Person or guest of the Responsible Person, deemed unsuitable.

We only supply the Property for domestic and private use. You agree not to use the Property for any Commercial, business or re-sale purpose, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

4.3. The Responsible Person who makes the booking must personally stay in the accommodation throughout the holiday and is solely responsible for the whole party. Assignees and sub-tenants are prohibited. Any agent or third party wishing to make a booking on behalf of a guest or guests MUST seek the express agreement of the owner BEFORE making the booking, otherwise the booking may be cancelled at the owner's sole discretion.

4.4. Causing a nuisance or disturbance to neighbours or any unreasonable behaviour may result in the Owner requiring the Responsible Person or their guests to leave Lunga Estate Cottages.

4.5. It is a condition of booking that all guests follow whatever the current Scottish Government COVID-19 guidance during their stay, both while in the cottage and when out in the local area. This includes handwashing and respiratory hygiene advice, social distancing guidelines, limits on meeting people indoors and outdoors, wearing face masks in shops/public transport and Test and Protect procedures. Details of the current guidance is available on the Scottish Gov website.

#### **5. CARE OF THE PROPERTY/DAMAGES & BREAKAGES**

5.1. Smoking is not allowed in, or at the entrance to, any Lunga Estate Cottages, cabins, or Lodges for reasons of fire safety and the comfort of other guests staying at the cabins, lodges or cottages.

5.2. You are responsible for the property and are expected to take all reasonable care of its furniture, pictures, fittings and effects, in or on the property. You must leave them in the same state of repair and in the same clean and tidy condition at the end of the rental period as at the beginning.

You are legally bound to reimburse us for replacement, repair, or extra cleaning costs on demand.

(We appreciate accidents will happen and won't charge you for breaking the odd glass or plate.)

Please let us know immediately of any damages, mishaps, loss or breakages as soon as possible, so we can rectify this for you and future guests.

5.3. You undertake to leave the property secure if left unoccupied during the period of let.

5.4. You must not use the properties for any dangerous, offensive, noxious, noisy, immoral activities or carry on there any act that may be a nuisance or annoyance to the owner, other neighboring properties, livestock or farming activities.

5.5. Fireworks are not permitted at our cottage under any circumstances due to danger of fire, and risk to livestock and horses. We ask that you do not release floating paper sky lanterns and they frighten horses and their remains are damaging to marine and other wildlife.

5.6. You must review and refer to the housebook and other instruction manuals provided, to ensure you are aware of general safety issues including local COVID-19 advice and laws, fire safety, the safe operation of all appliances and how to use the wood burning stove (if one is available) .

5.7 Upon arrival, please notify us of any defects within 24 hours. Thereafter you will have deemed to have accepted the condition of the Property.

5.8 Please ensure you are familiar with the Property's location and that the Property is suitable for your needs.

## **6. CIRCUMSTANCES BEYOND THE CONTROL OF THE OWNER (FORCE MAJEURE)**

6.1. If for any reason we must cancel your booking in advance due to circumstances beyond our control for example fire, flood, exceptional weather conditions, epidemics, pandemics, destruction/damage to the property or other unforeseen circumstance ("force majeure") you will be refunded the full amount of the booking (including any security deposit paid).

6.2. If we must terminate your holiday early after check-in for the above reasons you will be refunded part of the booking fee based on the time remaining of the booking. This will be the full extent of the liability of the Owners. No additional compensation, expenses or costs will be payable.

## **7. LIABILITY**

7.1. All belongings and vehicles are left at the Property at your own risk as far as the law allows, Lunga Estate Cottages, its employees and representatives shall not be liable to you or your party for loss, damage or injury to you or any of your party or your/their property or vehicles as a consequence of this agreement or the occupancy following thereon.

Please ensure all belongings are removed by the Departure Date as the return of lost property cannot be guaranteed and may incur a charge/ postal fee.

7.2. You indemnify Lunga Estate Cottages against loss, damage or injury sustained to the property or any persons as a result of any breach of these conditions or arising from the fault of you or any member of your party.

## **8. RIGHT OF ENTRY**

8.1. We shall be allowed reasonable right of entry to the property at all reasonable times for purposes of inspection or to carry out any necessary repairs or maintenance.

## **9. NUMBER OF PERSONS USING THE PROPERTY**

9.1. Under no circumstances may more than the maximum number of persons, as detailed on the booking / website occupy the property, unless by prior written consent of the Owners, in which case there will be an additional charge at the Owner's discretion. We reserve the right to refuse admittance, or terminate the contract and require you to leave immediately (with no part of the booking fee refunded) if this condition is not observed.

## **10. PETS**

10.1. The Website and / or Property Rules detail that pets are permitted at the Property and any additional charges for pets

10.2 We reserve the right to refuse admission or request immediate departure for the Property to anyone who brings more than the agreed number or size of pets or anyone leaving pets unattended in the Property during the period of the Booking

10.3. You will be liable to any damage caused by pets or parasites introduced by your pets, including were the Property including where the Property is not left sufficiently clean and for any pet waste that has not been removed from the Property and surrounding area. The cost of any repair, replacement or extra cleaning will be taken from the Deposit (if rental is over 14 days) and / or invoiced separately.

10.4 We are not liable for any allergies that are affected as a result of pets present in previous occupancy.

## **11. ARRIVAL and DEPARTURE**

11.1. You may access the property between 1700 (5pm) and 1900 (7pm) on the day of arrival. Later or earlier check-ins may possible we will notify you on your welcome pack your earliest check in.

11.2. Departure is by 10.00 on your final day (again, later departures are strictly by arrangement only).

We need this time to ensure that the accommodation is ready for your arrival and again ready for the next arrival

11.3. We reserve the right to charge a late departure penalty (£40) if you do not vacate the property by 10am. On departure, you are requested to leave the accommodation in a clean and tidy condition.

This includes washing up, dishwasher can be left running, placing rubbish in bin liners and putting in outside bins, ensuring ovens are clean and free from grease. Beds stripped and left outside or in the bath / shower.

We reserve the right to make an appropriate charge for extra cleaning if the accommodation is not left in a satisfactory condition.

## **12. AMENITIES** (See [www.lunga.com](http://www.lunga.com) for full details)

12.1. Bed Linen/Towels: The price shown includes the provision of bed linen and towels for your stay.

12.3. Television:

12.4. Parking: Your vehicles accessories and contents are left entirely at your own risk. We are not responsible for any loss or damage from or to any vehicle whatsoever other than in the case of negligence by us or our agents. Please Park only in the designated parking space for the accommodation

leaving appropriate access for any neighbouring accommodation. If you have more than one vehicle, we will advise of additional parking arrangements when you arrive.

12.5. Electricity: Electricity costs are not included in your rental charge; We will put electricity on your accommodation and will ask you to tell us what is left and we will charge you what used. Also cards can be purchased at check out or from the estate office at any time.

12.6. Gas if available is included in your rental charge unless you are booking is for over 14 days, when there will be a gas charge.

12.7. Basic household materials: A few dishwasher tablets, washing tablets/powder, liquid hand soap, toilet roll, cleaning and anti-viral products will be available at the start of your stay, but you may need to top these up during your stay.

12.8. Logs: 1 small basket of logs and a Firestarter kit for the wood burner ( if available in your accommodation ) are not included in the rental cost, unless purchased at check out. The use of the Firestarter is £8 and Additional logs can be collected from the woodpile at a cost of £5 per trug . **DO NOT** burn coal or compressed briquets in the wood burning stoves.

## **13. ACCURACY OF DETAILS**

13.1. Information provided on our website and other media is kept as accurate as possible but cannot be warranted, nor do the descriptions form any contract. Whilst every effort is made to ensure accuracy of property descriptions and images, the facilities and services may alter. We reserve the right to alter or improve any of the subjects without notice.

## **14. LEGAL RIGHTS COMPLAINTS**

14.1. We make every effort to ensure that you have an enjoyable stay and hope you have no cause for complaint. We value your custom and hope that you enjoy your stay and want to return. However, if you have any problem or issue (however small) or cause for complaint, please let us know immediately to give us the chance to resolve it. We are on site and will do our best to resolve any problem.

14.2 As a consumer, you have legal rights in relation to your Booking where it is not offered to you with reasonable skill and care, or if the Service provided to you

is faulty or not as described. Advice about your legal rights is available from your local Citizen's Advice Bureau or Trading Standards Office. Nothing in these Terms will affect these Legal Rights. However, we ask that you contact us in the first instance using our Contact Details.

## **15. PERSONAL INFORMATION**

15.1 We will use the personal information provided to us to

15.1.1 Provide your Booking

15.1.2 process your Booking for Payment

15.1.3 process identity check where necessary

15.1.4 inform you about similar products and or services we provide where you have permitted us to. (via the digital registration form) You may stop receiving these any time by contacting us.

## **16. GENERAL**

16.1. In the event that any individual term or clause stated in these Terms and Conditions of Let is not permissible by law, the remainder of the agreement shall remain valid.

If you've any queries at all, just get in touch: [Johanna@lunga.com](mailto:Johanna@lunga.com)  
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