

65 Frederick Crescent, Port Ellen, Islay

Luxury holiday accommodation sleeping six in the centre of Port Ellen



TERMS & CONDITIONS

Making a Reservation

Our web site incorporates an on line reservation and card payment facility.

Alternatively you can use our online link to *check availability* and/or contact us directly for further information and/or to make your reservation if you prefer that method, either by email at <mailto:info@islay65.co.uk>. or by telephone at +44 (0) 1496 302237 or +44 (0) 7460 847097.

Please leave a message if by chance there is no reply when you call. We shall get back to you quickly. We respond to emails within 24 hours.

Payment Due When Making a Reservation

For bookings made more than 42 days before arrival a 30% deposit is payable at the time of booking, to be paid into our bank account within 7 days. Full payment of the outstanding balance should be paid into our bank account at least 42 days prior to arrival. The refundable deposit is payable with the outstanding balance (see next paragraph).

Bookings made within 42 days of arrival should be paid in full into our bank account at the time of booking. The refundable deposit is payable at the time of booking (see next paragraph).

Failure to comply with these requirements shall result in the booking being cancelled/not accepted.

Refundable Deposit

A refundable deposit of £150 is required over and above the letting fee to cover costs relating to breakages, damage and return of the cottage in an unclean condition. This shall be returned within 7 days of completion of the let in full or in part as applicable. The refundable deposit is payable with the letting fee balance at least 42 days prior to entry or with the booking if made within that period.

Withholding of any part of the refundable deposit to cover breakages shall be discretionary. Damage to the cottage and furniture shall be fully chargeable, also if exceeding the amount of the deposit.

Cancellation

If cancellation is made more than 42 days before arrival, your deposit will be retained unless an alternative booking can be arranged. If cancellation is made within 42 days of arrival, the full booking amount shall be retained unless an alternative booking can be arranged. If in either situation an alternative booking can be arranged your deposit/full payment shall be returned less a 10% charge (of the full payment) in both instances for administration.

It is recommended that you take out travel insurance to cover cancellation costs.

Information Required

At the time of your booking or enquiry we ask you to provide the following information.

- Full name, contact address, contact telephone number and email address.
- Preferred/required dates.
- Number of adults and children in the party.
- Special requirements, if any.
- Ferry arrival time, if known.

Letting Periods

Lets run from Saturday to Saturday. Entry is from 1600 until 1900 and departure by 1000. Please let us know your anticipated arrival time and in particular if you are travelling on a late ferry and expect to arrive later than 1900.

In quieter periods we may be able to offer alternative periods as well as midweek and weekend arrangements.

Unforeseen Circumstances

In the event of it being necessary, due to exceptional and unforeseen circumstances, for '65' to cancel your reservation prior to your arrival, a full refund will be paid. '65' can take no responsibility for any related expenses, which might be incurred.

In the event of it being necessary, due to exceptional and unforeseen circumstances for '65' to terminate your reservation after your arrival, '65' shall try to find alternative equivalent accommodation. Should this not be possible, a full refund shall be made. Hotel or bed and breakfast accommodation shall in addition be provided, if available, for one night. '65' can take no responsibility for any related expenses, which might be incurred.

We again recommend that you take out cancellation insurance to cover your holiday.

Accidents

'65' can accept no responsibility whatsoever for any injury, loss or damage sustained to any person or their property whilst staying at '65'.

Holiday Let

This let is for a **holiday let** solely for the purpose of the tenants' holiday. It is **not** an assured tenancy.

Cleaning and Breakages

It is expected that the cottage will be returned at the end of the let in the same clean state

and condition as it was received at the start of the let. Reasonable wear and tear are excepted. The tenants are asked to keep the cottage and garden in a clean and reasonable condition at all times. We ask tenants to promptly report breakages and damage if occurring in case it is necessary to replace items for your stay or prior to the arrival of the next tenants.

Any breakages, damage or losses incurred during their stay are the responsibility of the tenants and will be charged accordingly following departure.

Alterations or additions to the property or furnishings are not permitted.

Excepting the garden stools and small table provided, no furniture should be taken into the garden. Garden furniture and bath/hand towels should not be removed from the property.

Inventory

An inventory is provided in the cottage. Tenants should on entry report to '65' any items on the inventory, which are not present.

Nuisance

Tenants are not to do anything on the property, which might cause nuisance to neighbors or to the general public.

Occupancy

The property is let as a holiday residence for up to a maximum of 6 persons. Tenants are not permitted to assign, sublet or share occupancy of the property. The maximum number of persons stated shall not be exceeded.

Entry to Landlord

Tenants shall permit and afford full entry to '65' and/or their agent at all reasonable times (at all times in emergencies) to view the property for any proper purpose, including the checking of the tenant's compliance with the tenants' obligations in this agreement.

Bank Interest Rate

Bank interest at 4% above base lending rate shall be charged for any outstanding payments in excess of the refundable deposit related to damage caused by tenants to the property during their tenancy.

Insurance

'65' shall insure the property and the contents of the property, which belong to '65' as scheduled in the inventory. Tenants are advised to ensure that they have adequate insurance cover for their personal belongings.

Pets

We regret that pets are not allowed.

Smoking

Smoking is not permitted indoors. Smoking in the walled garden is permitted as long as cigarette stubs are disposed off carefully and not discarded.

Parking on Back Road

The back road is relatively narrow and there is a blind summit close to the gates on one side with a neighbor's house on the other. Guests are kindly requested not to park on the back road or to obstruct the black wooden pedestrian gate, which is used by the neighbors to access their rear garden.

Refuse Bins

The refuse (green) bin is located in the gated area to the rear of the walled garden. The Council empties the refuse bin every second Friday. We shall place the bin at the collection point immediately outside the gates. This shall temporarily block the gates. There is no alternative location for the bin.

Recycling

There is a recycling center some 40 yards from the rear gates which accepts paper and bottles. Guests are asked to recycle as much waste as possible.

As overloading may necessitate that the bin be emptied in the intervening period between council collections, guests are requested to ensure that all waste deposited is securely bagged in proprietary sealed refuse bags. These are provided in the kitchen.

Bed Linen and Towels

Bed linen, bath and hand towels are supplied. Beach towels are not supplied. Bath and hand towels should not be removed from the cottage.

Electricity and Heating

The supply of electricity for cooking and lighting and operation of the media equipment during your stay is free as is the provision of heating from the oil fired central boiler. The central heating is controlled from a thermostat in the lounge area.

Water is heated via the central heating boiler. There is also an electric immersion heater but this should not under any circumstances be used.

Head Room

The original cottage is very old and ceiling heights are relatively low on the ground floor. In particular the (original) front doorway and the lower part of the staircase have restricted headroom and taller people should bear this in mind. With due care headaches can be avoided. No responsibility is taken for injury to guests.

Step

The ground floor level of the extended house is 170mm higher than the ground floor level of the original house. There is therefore a single step to be negotiated when passing from one to the other. The step is obvious but should not be forgotten. To avoid accidents, remember the step!! No responsibility is taken for injury to tenants or guests.

Springy Floors

The floors of the two upstairs bedrooms are very old and supported off the original 1880's timber beams. They are therefore very springy.

To avoid overloading of the beams, it is not permitted to jump up and down on the floors or to act in any manner, which might cause damage. The floors and beams have survived intact in their present form for some 130 years. With due care they should survive for another 130.

Cactus Plants

The cottage has a great deal (some might say a plethora) of cacti plants adorning the ground floor windows. These, together with the two oil lamps, are a feature of the cottage and ensure that it can always be recognized, even on dark moonless nights.

The cacti in the ground floor window recesses should not interfere with opening and closing of the windows or with the operation of the roller blinds.

Guests are asked to take pains (ouch!!!) to avoid damage to the cactus plants.

Operation of Front Upstairs Windows

There is no guard provided to prevent objects (or people) falling out of the first floor windows if fully open. To prevent this, opening of the upstairs windows fully by turning the handle through 180 degrees is not permitted. Opening of the upstairs windows to tilt position by turning the handles through 90 degrees is permitted.

Scottish Law

These terms and conditions and the agreement thereof shall be governed by and construed in accordance with the law of Scotland and the parties submit to the jurisdiction of the Scottish Courts.