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PRICE LIST 2023/4

Prices £	Courtyard Cottages	Woodland Lodges	Victorian Dairy
<i>Weekly in £</i>	Sleeps 4	Sleeps 6	Sleeps 4
Jan 3 - Feb 22	<b>420</b>		<b>350</b>
Feb 23 - Mar 28	<b>490</b>	<b>490</b>	<b>420</b>
Easter	<b>730</b>	<b>730</b>	<b>630</b>
Apr 19 - May 23	<b>630</b>	<b>630</b>	<b>550</b>
Whitsun	<b>730</b>	<b>730</b>	<b>630</b>
Jun 7 - Jun 27	<b>630</b>	<b>630</b>	<b>550</b>
Jun 28 - Aug 29	<b>930</b>	<b>930</b>	<b>830</b>
Aug 30 - Sept 12	<b>730</b>	<b>730</b>	<b>630</b>
Sept 13 - Oct 3	<b>630</b>	<b>630</b>	<b>550</b>
Oct 4 - Nov 2	<b>730</b>	<b>730</b>	<b>630</b>
Nov 3 - Dec 17	<b>430</b>		<b>350</b>
<b>Short Breaks available throughout the year</b> 3 nights at 70%, 4 nights at 80%, 5 nights at 90%, 6 nights at 100%			
<b>PRICES INCLUDE</b> Wi-fi • Freeview TV/DVD • Electricity, hot water & heating • All bed linen & towels • Iron • Hair dryer • Washing machine • Car parking • Toilet rolls • Basic cleaning materials • Washing powder • Tea towels (x2) • Bin bags •			



The Boathouse	Prices £
<i>Bespoke off grid lochside property, sleeps 2</i>	
1 to 3 nights	<b>1000</b>
4 to 5 nights	<b>1400</b>
6 or 7 nights	<b>1800</b>
<b>PRICES INCLUDE</b> Bed linen, towels and robes. Use of 4WD for access, firewood for hot tub and stove, fishing rights, private pontoon with rowing boat. Stove for heating, cooking and hot water. No mains electricity. Composting Toilet. No pets. No wifi.	

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## OPTIONAL EXTRAS in Cottages and Lodges only

**Extra Person** (Courtyard Cottages only, just for under 16s, including z-bed) - **£40**

**Pets** (per animal) - **£30**

**Basic Welcome Pack** (tea, coffee, sugar, cereal, bread, jam, 6 eggs, 4 pints of milk and butter) - **£30**

**Full Welcome Pack** (tea, coffee, sugar, cereal, bread, jam, 6 eggs, 4 pints of milk, butter, sausages & bacon) - **£35**

**Milk** (1 Pint) - **£1**

**Cot & High Chair**- **£free** (subject to availability)

**Wildlife Pack** (fact sheets, map, books, walks and binoculars) - **£free** (subject to availability)

**Map Pack** (OS Explorer 415 and case) - **£12.50**

**Guisachan – A History** - An informative A5, 32 page local history book written by Donald Fraser - **£6**

**Tomich Walks Book** - A comprehensive selection of local walking routes for all abilities - **£6**

**Carbon Offset** – Plant a native sapling on our very own Guisachan Grove - **£10**

*All prices and information are correct at time of going to press but may be subject to change without prior notice.*

### **Courtyard Cottages**

Sleep 4 in 2 bedrooms

### **Woodland Lodges**

Sleep 6 in 3 bedrooms

### **Victorian Dairy**

Sleeps 4 – 2 adults and 2 children

### **The Boathouse**

Sleep 2 adults, no children, no pets

4 star (Stalkers)

1 Double bed upstairs

3 star (Ptarmigan)

1 Double bed upstairs

2 bedrooms

bespoke, luxury property

1 bedroom

5 Courtyard Cottages available, (4 with en-suite; 1 standard)

1 Twin upstairs 1 extra child upon request

6 Woodland Lodges available

1 Twin upstairs 1 Twin downstairs

1 King converts to 2 singles upstairs

1 Bunk Room downstairs

off grid, no mains electricity, woodburning stove, spa pool

1 King converts to 2 single beds



# TERMS & CONDITIONS

June 2023

The following terms apply:

"Owner" "Us" "We" shall mean Tomich Holidays "Customer" "You" "Your" "Guests" shall mean the individual who made the booking "Tenants" shall mean the Customer's party

## CONTRACT

When you submit a booking via our online booking system, you will receive an automatic booking summary by email to the address you provide on the booking form. This does not form a contract between us. A contract shall only arise once your booking is subsequently confirmed in writing by post or email. The contract will be subject to the booking terms and conditions listed below and the Customer must ensure that all tenants comply with the following terms and conditions. The Customer must be over 18 years of age at the time of booking and take full responsibility for ensuring all the following Terms and Conditions are adhered to by all Tenants.

## FEES

1. **Deposit:** The booking will only be confirmed following receipt of the booking form and relevant deposit. The deposit is payable within 3 days of booking. The deposit forms part of the total holiday cost for the property.
  - i. Deposits payable are £150 or 25%, per week or part thereof, whichever is highest, per property booked.
  - ii. The balance is payable not less than 8 weeks before the arrival date. If the balance is not received by the stated date, we will assume you wish to cancel and the dates will be released and the deposit forfeited.
2. **Cancellation:** Bookings are not cancellation protected. Our cancellation terms are as follows:
  - i. Cancellations must be notified to the Owner in writing by email.
  - ii. The Customer may cancel within 7 days of the Owners' confirmation of booking, during which time the deposit will be returned in full. After this date, the deposit is non-refundable, regardless of circumstances.
  - iii. Within 8 weeks of the arrival date, 100% of the rental fee will be forfeited.

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- iv. A partial refund may be applied to cancellations made within 8 weeks of arrival, if the Owners are able to re-let the property. Refunds will be made on the Customer's original arrival date. If we are unable to re-let, you remain responsible for the deposit and there will be no refund under any circumstances.

## GENERAL TERMS

3. The Customer warrants that the properties let are to be used for the purpose of a holiday to which paragraph 6 of schedule 1 of the Private Housing (Tenancies) (Scotland) Act 2016 applies and so accepts that the letting is a holiday let, the purpose of which is to confer the tenant the right to occupy the house for a holiday and does not create the relationship of Landlord and Tenant.
4. The Owner has the right to refuse access to the accommodation to any person deemed unsuitable.
5. The Customer shall not sub-let the premises or any part thereof.
6. The number of people occupying the premises shall not exceed the number stated for the premises, i.e. The Boathouse 2, Courtyard Cottages 5, Woodland Lodges 6 and Victorian Dairy 4, with the exception of babies under 2. Should you arrive with a group that does not meet these criteria, we reserve the right to refuse access and use of the accommodation.
7. The Customer binds and obliges himself to vacate the hired premises without demand at the termination of the period of hire.
8. The Owner has the right to enter the property without notice at any reasonable time for the purpose of inspection, repair, work, etc.
9. The Owner has the right to refuse entry to the property of the customers or tenants and to terminate the contract if they are disturbing other guests or behaving antisocially. In this event no refund will be due.
10. In the following instances there will be additional charges:
  - a. For breakages, loss or damage. The Customer shall immediately report any deficiency which they notice on arrival, and any which occurs during their stay. Where appropriate, the Customer will be liable to pay the replacement cost of the item broken, lost or damaged.
  - b. EV Charging at EV Chargepoint on site only. No EV charging will be permitted from within the property. A charge of £50 will apply to anyone charging a vehicle from the property.
  - c. When Tenants leave the property, furniture or equipment in a dirty condition. The properties will be in a clean condition on your arrival and Tenants must leave it in a like condition, this includes washing up, emptying dishwasher, emptying bins, taking bin bags outside, cleaning the oven. The right is reserved to make an additional charge of up to £100 for additional cleaning if the property has not been left reasonably clean.
  - d. When Tenants arrive early or overstay the departure time. Time is required between tenancies to check and clean the properties before the next Tenants arrive. Occupation of the house will be given at 4pm of the first day of the let. The properties must be vacated by 9.30am on the last day of the let. The right is reserved to charge £50 if tenants have not left by 9.30am.
  - e. Dogs - cottages and lodges only. Tenants may pre-book to bring up to 2 dogs to the Courtyard Cottages, Woodland Lodges or Victorian Dairy with an additional charge of £30 per animal, per week or part thereof. No pets allowed in the bedrooms or on the furniture. Dogs

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cannot be left unattended in the property, unless caged. Dogs must be kept under control whilst in the grounds. Dog owners will be held responsible for any damage caused by their dog. Please clean up after your dog and use the dog poo bins on site.

11. The Owner may treat the booking as cancelled if the balance of the payment is not received 8 weeks before the arrival date.
12. The Customer shall undertake to prevent any member of his / her party from causing a nuisance or disturbance to other residents, neighbouring occupiers or farm livestock.
13. The Customer undertakes to leave the hired premises secure if left unoccupied during the period of let.
14. The Customer undertakes to relieve the Owner from any liability for damage or injury, however caused, by any member of his party.
15. The Owner, his agents or employees accept no responsibility for loss, injury or damage to any member of the Customer's party, their vehicles or their property, however caused, arising in any manner out of the let of the premises.
16. Wifi & Internet are provided for tenants. The Customer must agree to lawful use of this service by Tenants. The Owner is not responsible for the level of this service.
17. Smoking or vaping is not allowed inside any property.
18. The Customer and Tenants agree to adhere to our naked flame policy.
19. Fire pits and drone flying are not permitted on site.
20. Customer inability (or the inability of any, some or all Tenants) or disinclination to travel to and stay for any reason. This includes - but is not limited to - illness (including Covid), a requirement or recommendation to self-isolate or quarantine, shielding, a call to jury duty, military service, incarceration, change in personal or work circumstances, family emergencies, travel delays, vehicle breakdown, and delays with public transport. These remain at the Customer's risk and do not give rise to a right to cancel or to receive a refund unless the Owner re-lets the property. The Customer is strongly recommended to take out UK travel insurance and / or UK holiday cancellation insurance to cover these eventualities and accepts responsibility for any loss incurred due to their cancellation should they choose not to take out such insurance.

## **FORCE MAJEURE**

21. If the Owner has to cancel a Customer booking through reasons beyond our control or "Force Majeure", for example if property access is prevented by, but not limited to, acts of God, fire, flood, exceptional weather conditions, natural disasters, epidemics, pandemics, destruction/damage to the property, blocked roads, communication failures, war/terrorism, riots, nuclear/radioactive disaster, the Customer will be refunded in full. If the Owner has to terminate a Customer's holiday early for the above reasons the Customer 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. Refunds will be made on the Customer's original arrival date.

## **DISCLAIMER**

22. The Owners have taken every care to ensure the accuracy of property descriptions on their website and in their brochure and all information is provided in good faith and is believed to be correct. The Owner reserves the right to change facilities and services without notice.
23. The Contract is governed by the laws of Scotland. In the event that any individual term or clause stated in this contract is invalid, is not permissible by law or is not enforceable by law, the remainder of the Contract shall remain valid.

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24. This agreement shall be governed by and construed in accordance with the Laws of Scotland and shall be subject to the jurisdiction of the Scottish Courts.
25. This does not affect your statutory rights.
26. The Customer agrees to contact the owner whilst they are still on site should there be cause for complaint or any issues to enable us to resolve any problems. Every effort is taken to ensure you have an enjoyable stay and we are on site to resolve any problems. We cannot accept liability in relation to any shortcomings or claim of whatever nature if you fail to notify us of any complaint or claim during your holiday and fail to write to us within 28 days of the end of your holiday. If we are not given the opportunity to resolve the issue at the time of your visit, we will not consider a request for refund / remediation following departure.

## Wi-Fi TERMS

Tomich Holidays offers has a shared broadband internet connection, details of which are:

**SSID: TOMICHHOLS**    There is no password for this connection.

Should you choose to access this broadband connection, you are agreeing to the following conditions:

1. The broadband internet service provider is British Telecom, a national company, that takes care to provide certain levels of security from virus or other attack. However, Tomich Holidays accepts no risk for any damage done to your devices if you do not take sufficient steps to maintain your own software firewalls or anti-virus software.
2. You remain responsible for monitoring access made to the internet by the users of your computer by you and other persons with you at any time, including under 18s. We reserve the right to provide contact information about tenants to the internet service provider or any relevant investigating authority that makes a reasonable request for information. Our judgement will be the sole arbiter of whether the request is reasonable and whether the information will be provided.
3. We do not levy a charge for the provision of broadband within your rental or on top of such rental. Your rental does not guarantee that broadband will be permanently available. We will make every effort to ensure that the internet service provider maintains an appropriate service under its terms and conditions, however, should the facility not be available for any period of time for whatever reason we do not provide a refund on the rental.
4. Properties in the Courtyard and the Games Room are in traditional buildings with extremely thick external stone walls. As such you should only expect to obtain access to the internet within the vicinity of your property or the Games Room. Please also remember that this is a shared facility and restrict your usage accordingly.
5. We can only provide limited telephone support to you as we are not IT experts. However if the broadband connection appears to have crashed then please let a member of staff know by calling at the office during opening hours or by phoning the out of hours contact number before 9pm.

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