

## Bed and Breakfast / Guest House booking terms and conditions

**Terms and conditions** for the provision of services at the [Ardvorlich Guest House](#), owned by [Lynn Fyvie](#) of [125 South Street, Elgin IV30 1JB](#), situated at [125 South Street Elgin IV30 1JB](#)

### 1. The following definitions apply in these terms and conditions:

'Arrival'	means the date on which the Facilities are to be provided or shall start to be provided by the Guest House
'Guest'	means the person for whom the Guest House has agreed to provide the services in accordance with these terms
'Contract'	means the contract for the provision of the Services in accordance with these terms
'Deposit'	means the payment specified in paragraph 5 and the Schedule
'Guest House'	means <a href="#">Ardvorlich Guest House</a> which is owned by <a href="#">Lynn Fyvie</a> of <a href="#">125 South Street Elgin IV30 1JB</a> , which is situated at <a href="#">125 South Street, Elgin IV30 1JB</a>
'Keys'	includes any type of security tool allowing the Guest access to his room(s) including key cards
'Services'	means the provision of accommodation, and/or supply of food and beverages and other services, associated with Guest House services, by the Guest House, for the Guest, described in writing by the Guest House in <a href="#">its website</a>
'Schedule'	means the Schedule of deposits and charges and payments and cancellation charges at the end of these terms
'Standard Charges'	means the charges shown in any current brochure or other literature or signs of the Guest House
'Terms'	means these terms and conditions

### 2. All contracts

These Terms apply to all contracts of any kind made by the Guest House with its Guests and apply to all reservations, bookings and agreements for accommodation, dining, and use of all facilities at the Guest House.

### 3. Reservations

- 3.1 If the Guest House confirms a reservation by any method (telephone, email message, online booking system or other method) the Contract is conditional on the Guest supplying credit card details at least [24 hours](#) prior to Arrival. The authority for charges (including any cancellation charges) shall be levied, on the payment terms in the Schedule.
- 3.2 If the credit card details and authority are not provided to the Guest House by the Guest then the Contract will cease to have effect, except for any liability (including any cancellation charges) accrued by the Guest. The Services that had been subject to the reservation may then be re-sold by the Guest House.

#### **4. Supply of the Services**

- 4.1 The Guest House will supply the Services to the Guest under the Contract.
- 4.2 The Guest shall at his own expense supply the Guest House with all necessary information relating to the Services within sufficient time to enable the Guest House to provide the Services in accordance with the Contract. The Guest shall ensure the accuracy of all such information.
- 4.3 The Guest House may at any time alter the Services:
  - 4.3.1 to comply with statutory requirements (including those regarding health and safety health, or
  - 4.3.2 out of unforeseen necessity, and
  - 4.3.3 in any event, provided that the standard of the Services is not diminished.

#### **5. Charges**

- 5.1 The charges payable by the Guest shall be specified in writing by the Guest House, provided that where no charges are so specified or other Services are provided to the Guest, the Guest shall pay for those Services at the rate of the published Standard Charges for the day on which the Services are provided.
- 5.2 The Standard Charges may be varied from time to time.
- 5.3 All charges shall include Value Added Tax at the applicable rate at the tax point.

#### **6. Deposit payments**

Deposits are non-refundable and the requirements for them are specified in the Schedule.

#### **6. Your credit card details**

- 6.1 Upon confirmation of the booking, we shall request credit card details from you.
- 6.2 All personal and credit card details will be stored in line with Data Protection laws.
- 6.3 We shall charge your card only where you do not show, or if you cancel (in line with the cancellation charges in the Schedule), or if the Guest leaves the Guest House without paying in full.

#### **7. Payment**

- 7.1 The payments to be made to the Guest House by the Guest (including deposits) are to be made on the date and in the amount to be calculated as specified in the Schedule.
- 7.2 If any of the Services under the Contract are varied prior to arrival then the payments shall reflect the latest details contained in the Guest House's literature.
- 7.3 Any additional charges due to the Guest House from the Guest for the Services shall be paid by the Guest on presentation of an invoice.

## **8. Guest obligations**

- 8.1 Arrival and departure times for accommodation are [4.30pm and 10:00am](#) respectively.
- 8.2 When arriving early, there are cloakroom facilities for storage of luggage .
- 8.3 The Guest is responsible to ensure the good conduct of his guests in the Guest House and, in particular to ensure that they cause no nuisance or annoyance to any person and that they cause no personal injury or physical damage.
- 8.4 The Guest has an obligation to ensure:
  - 8.4.1 that he does not leave or render any part of the Guest House insecure,
  - 8.4.2 that he does nothing to cause a fire,
  - 8.4.3 that he complies with directions on all notices posted in the Guest House, such as fire notices, and
  - [8.4.4 that he leaves the keys at reception when he checks out the Guest House.](#)

## **9. Cancellation and 'No Show' charges**

- 9.1 The Guest agrees to pay charges to the Guest House in the event of cancellation of the booking of the Services or if the Guest fails to take up the Services at the time and on the day that they were booked for.
- 9.2 Cancellation charges shall be calculated as specified in the Schedule.
- [\[9.3 Cancellation charges may, in the discretion of the Guest House, be refunded if the Guest House re-sells the Services for the period which are subject to the cancellation.](#)

## **10. Variation in requirement for Services**

Any variation in numbers, accommodation and food and beverage requirements contracted for must be agreed in writing between the parties.

## **11. Liability of Guest House**

- 11.1 The Guest House shall have no liability to the Guest for any loss, damage, costs or expenses or other claims for compensation arising from any instructions supplied by the Guest which are incomplete, incorrect, illegible, out of sequence or in the wrong order or form, or arising from the Guest's late arrival, non-arrival or any other fault of the Guest.
- 11.2 Except in respect of death or personal injury caused by the negligence of the Guest House, or as expressly provided in these Terms, the Guest House shall not be liable to the Guest by reason of any innocent representation or any implied warranty, condition or other term, or any duty at common law, for any loss of profit, opportunity or any indirect, special or consequential loss, damage, costs, expenses or other claims (however caused) which arise out of or in connection with the provision of the Services (including any delay or failure to provide them) or their use by the Guest, so however that, the entire liability of the Guest House under or in connection with the Contract shall be limited to the amount of the charges for the provision of the Services in question.

## **12. Equipment and External contractors**

- [12.1 The Guest may bring any electrical audio visual equipment into the Guest House only with the written permission of the Guest House and if it complies with IEE regulations and safety standards.](#)

12.2 The Guest will indemnify the Guest House against any loss or damage caused to the Guest House, its staff, contractors, Guests and guests and any property of the Guest House arising out the engagement of any external contractor by the Guest in the Guest House.

12.3 The Guest may not use any signage or photographic equipment in the public areas of the Guest House.

### **13. Termination**

13.1 If the Guest:

13.1.1 commits any material breach of these Terms,

13.1.2 has a trustee receiver, administrative receiver or similar officer appointed in respect of all or any part of the business or assets of the Guest or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding-up of the company or for the making of an administration or bankruptcy order (otherwise than for the purpose of amalgamation or reconstruction), the Guest House may at any time terminate the Contract by giving written notice to the Guest.

13.2 Any termination of the Contract under this paragraph shall be without prejudice to any other remedies available to the Guest House.

### **14. Entire understanding**

This agreement contains the entire agreement between the parties and supersedes all previous agreements and understandings between the parties. Each party acknowledges that, in entering into this agreement, he does not rely on any representation, warranty or other term not forming part of this agreement, including by reference.

### **15. Severability and waiver**

15.1 If any of these terms is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as independent and severable from each other paragraph and therefore separately enforceable.

15.2 No delay by the Guest House in exercising any right, power or provision hereunder shall operate as a waiver of the exercise of any right at a future time.

### **16. Contracts (Rights of Third Parties)**

It is not intended that this agreement shall give any right to any third party under the Contracts (Rights of Third Parties) Act 1999.

### **17. Jurisdiction**

This Agreement shall be interpreted according to the Laws of Scotland and the parties agree to submit to the exclusive jurisdiction of the Scottish courts.

### **Acceptance by guest**

I have understood and accept the above 'General terms and conditions' and 'Cancellations and amendments policy'. I assure that I have read and understood the "Important Product Information". I further assure that I am 18 years of age or over.

Signed: [guest name]

## **Schedule: Deposits, charges, payments and cancellation charges**

A deposit payment of £50 is required at the time of booking.

### **Charges**

Charges for accommodation are as follows:

Double room with shared bathroom	£50
Double room with private ensuite bathroom	£50 - £60
Double room – single occupancy	£40 - £50
Breakfast daily (included in room charge)	
Double room – single occupancy – <b>room only</b>	£25 - £30 depending on length of stay.

### **Cancellation charges policy**

Cancellation charges for cancelling a booking are as follows:

For example:

If you need to cancel your booking/booking request please notify us immediately by e-mail or phone. In the final step of these booking procedures, you will be prompted to print out all your booking details. On this print-out, you can find our e-mail and phone contact details. If you cancel after we have confirmed your booking(s) or fail to arrive on the nominated day, we will charge you a cancellation fee. The amount of this cancellation fee is related to how long in advance, that is prior to commencement of travel, you cancel your booking. Commencement of travel is the date you nominated to arrive at the hostel. The cancellation fees are as follows:

- More than 14 days prior to commencement: 20% of total value of booking or £50 per person, whichever is greater.
- More than 48 hours and less than 14 days prior to commencement: 50% of total value of booking.
- Less than 48 hours before commencement of travel, or no-show: No refund.

### **Amendments to bookings**

Bookings can only be amended more than 7 days prior to commencement. If you wish to change your booking, either the type of tour, departure date or passenger names within 7 days prior to the departure date, a charge may be made.

All prices and information stated on this booking request are subject to change. Please note that every effort has been made to ensure the accuracy of all information on this website. However, [the Guest House] does not accept responsibility for any errors or omissions.

### **Payment terms**

All charges incurred by the Client in the Guest House must be paid in full before you finally depart the Guest House. Payment may be made in cash or by the following types of credit or debit card:

Visa debit  
Visa Credit  
Mastercard

