Staffa House Terms & Conditions

1. Introduction

These are the terms and conditions that apply when you reserve a room at Staffa House.
You will be asked to confirm your acceptance of these terms and conditions when you make a reservation. We reserve the right to amend these terms and conditions at any time and you should therefore check them each time you make a reservation. The terms and conditions applying to your reservation will be those in place on the date that you make your reservation.

2. Room Prices

When you make a booking request, our booking system provides a total price for the room(s) and number of nights requested. These prices are adjusted to reflect length of stay and the season – spring, summer or autumn. The price you pay is the price quoted to you at the time you make your booking. Breakfast is included and includes hot and cold options. Packed lunches, evening meals and suppers are not included in the room price and are charged separately.

3. Booking Your Stay

To book your room please follow the instructions on the website.

a. You must be at least 18 years old to make a reservation.
b. You will need to provide your credit or debit card details to secure your booking. We accept all major debit and credit cards.
c. Please check that the details of your booking are complete and accurate before you confirm your booking. We will not be liable for any delay or non-performance if you provide us with incorrect information.
d. We will confirm our acceptance of your booking by sending you an email to the email address that you provide during the booking process. The contract between us for the provision of your room and any additional services added to your reservation will be formed when you receive this email confirmation from us.
e. The email is sent when a 15% non-refundable deposit has been received.
f. Please ensure that you have suitable travel/holiday insurance for you stay.

If you think that there is a mistake in your booking or if you require any changes to a confirmed booking, please contact us by email (hello@staffahouse.co.uk) or telephone (01681 700677) to discuss.

4. Paying for Your Room

A deposit of 15% of the booking cost is payable at the time of booking. Unless informed otherwise, payment of the balance (85%) will be requested 28 days before arrival. You must ensure that payment is made 21 days before arrival at Staffa House. If you book less than 28 days in advance then the full payment will be requested at the time of booking.

We do not accept personal or business cheques but are happy to provide our UK banking details to you on request.

5. Whole House or Group Bookings

You are not able to book all four rooms out on our system as we prefer to work with guests to plan a whole house or group booking. If you wish to book all four rooms, then please get in touch with us via telephone (01681 700677) or email hello@staffahouse.co.uk so that we can discuss your requirements.

6. Cancellations

(a) Cancellations are accepted no less than 15 days or more prior to date of arrival. The deposit for the cost of any room/s, booked is non-refundable. Cancellations made at 14 days or less prior to the date of arrival will be charged at the full value of the booking.

(b) We may cancel your booking at any time with immediate effect by giving you written notice (which includes email) if:

- you do not pay us when you are required to do so; or
- you break the contract between us in any other material way.

If we cancel your reservation where you are at fault, we reserve our legal rights in respect of your breach of contract.

(c) We may also cancel your reservation if an event outside of our control (including industrial action, explosion, fire, flooding, ferry cancellation and failure of power and/or water supplies or emergency evacuation) means that we are unable to make your room available to you. In this case we will contact you to let you know as soon as possible and:

- if you have already paid for your room, we will refund your payment to you; or
- if you have not yet paid for your room, you will not have to make any payment to us.

Save as set out above, we will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by an event outside of our control, a force majeure event, government closure, epidemic and any other event not listed in the first paragraph of whatsoever nature.

(d) Visitors should consider obtaining holiday insurance to cover cancellations. This does not affect your statutory rights.

(e) Any non-payment of services will be dealt with through the Small Courts process.

7. Occupancy

The maximum room occupancy is one or two persons as stipulated in the booking/room description. You must not exceed the maximum occupancy for the room allocated to you. Children are permitted to stay at Staffa House but must be able to stay in their own bedroom at the appropriate rate. A parent or guardian must also be staying with us to supervise. We are unable

to provide folding beds, travel cots or other items so please ensure that you book the correct number of rooms for the persons requiring accommodation.

All rooms are subject to availability. We endeavour to provide the room booked in good order but reserve the right to change the allocated/requested room due to any relevant operational issue.

8. Parking

Free parking is available. We do not accept any loss or damage to vehicles and/or property in vehicles on the premises.

9. Meals

A breakfast of hot and cold items is included in the room price. Packed lunches, evening meals or suppers are provided at the discretion of the owners. For whole-house or group bookings, please discuss requirements with us in advance of arrival.

We are unable to cater for life-threatening, complex dietary requirements or life threatening allergies. Although we maintain the highest hygiene standards, we cannot guarantee against trace amounts of allergens being present. If any guests do have dietary requirements, these should be notified and discussed in advance.

10. Arrival & Departure

Rooms are available from 4pm-6.30pm on the date of arrival. You must let us know if you are likely to arrive after 6.30pm. Please ensure you have clear travel plans as we will not refund guests who fail to reach the island while ferry services are available and running.

Rooms must be vacated by 10am on the day of departure.

11. Our Expectations of You (and your group)

You must NOT:

- smoke anywhere inside Staffa House. This includes the smoking of e-cigarettes. Smoking is permitted outside only. Smoking inside the premises may result in you being asked to leave and an additional cleaning charge being made.
- bring any pets onto the premises other than assistance animals. Dogs should be kept on a lead around the property and any mess should be cleaned/bagged and deposited in the bin.
- bring any potentially dangerous or hazardous materials or equipment onto the premises;
- use any electrical appliances/equipment/items, that may set off the fire alarm system, or which are untested and/or use significant electric supply.
- tamper with any fire alarms or emergency equipment;
- remove, damage or destroy any property belonging to Staffa House;
- use any of the technology to stream live broadcasts, download or access any unlawful or obscene material; or
- cause unreasonable disturbance to our other guests and any of our staff.

If you or your group cause damage or loss of any kind to the hotel, other guests or their property, or fail to report accidental damage, you (as the person making the booking) will be responsible for that damage or loss and you shall be liable to pay to Staffa House on demand the amount required to make good or remedy such damage or loss.

We reserve our right to remove guests for unreasonable behaviour, breach of our conditions, abuse or damages, at our discretion without refund or liability for consequential loss of whatsoever nature.

You and the members of your group must not resell or transfer your reservation (or any part of it) nor advertise, market or otherwise offer any room for sale either on its own or as part of a combined offer. Staffa House will not honour any reservations made in this way and does not accept any liability for doing so. If you are a Tour Operator and wish to book rooms, you should contact us on 01681 700677 or hello@staffahouse.co.uk.

If you or your group cause damage to our home, other guests or their property, or otherwise breach any of these terms and conditions, we reserve the right to:

- cancel your reservation with immediate effect and (if appropriate) eject you from our premises;
- retain all sums paid by you and/or charge you the full amount of your reservation; and/or
- refuse future reservations from you and/or refuse you entry or accommodation onto any of our premises.

Staffa House and C Hall and J W Hall will not be liable for any refund or compensation in such circumstances.

12. General

(a) Your Information

We process information about you that you provide when making a reservation and/or upon check in at our hotel in accordance with our company privacy policy. By providing this information you consent (on your behalf and on behalf of each member of your group) to such processing and you warrant that all information provided by you is accurate.

(b) The Contract

This contract formed when we confirm your reservation and is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.

(c) Your Rights

If you are a non-business customer you have certain rights under consumer protection legislation. Nothing in these terms and conditions is intended to affect those rights.

(d) Our Liability

- We accept liability for death and personal injury arising from our negligence or that of our employees and agents. We do not seek to exclude our liability for fraudulent misrepresentation by us or our employees or agents.
- We do not accept liability for failure to meet any of our obligations where such failure is due to events beyond our reasonable control.
- If we breach these terms and conditions for reasons within our control we shall only be liable for losses that are direct losses and a reasonably foreseeable consequence of such breach.
- Guests will be liable for any damage, loss or personal injury they may cause at the guest house
- Please report any defects immediately

(e) Hotel Proprietors Act 1956.

The Guest House shall not be liable for any loss or damage to property of the guest or any such person as may so occur except within the constraints of the Hotel Proprietors Act 1956. In the case of loss or damage to the property it shall be reported and noted by the proprietors at the time of discovery thereof and reported to the Police within 24 hours. The Guest House's liability for any other loss of or damage to an Attendee's or Guest's property is limited to £50.00 for any one article or £100.00 in aggregate, except where placed in the safe, or where stolen, lost or damaged through the default, neglect or wilful act of the Guest House

We shall not be liable whether in contract, tort (including negligence) or for breach of statutory duty, or in any other way, for any indirect or consequential losses including:

- loss of income, sales or revenue;
- loss of business;
- business interruption;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data;
- loss of reputation and/or goodwill; or
- wasted management or office time.

Where we are liable to you (save as prohibited by applicable law) our maximum liability to you whether in contract, tort (including negligence) or for breach of statutory duty shall in no event exceed the price of your reservation unless the Hotel Proprietor's Act 1956 applies, in which case our liability will be limited to the maximum prescribed under that Act.

(f) Applicable Law

These terms and conditions, their subject matter and formation (and any non-contractual disputes or claims) are governed by and construed in accordance with the laws of Scotland. The courts of Scotland will have non-exclusive jurisdiction over any claim arising from, or related to, your reservation and/or stay at Staffa House. We retain the right to bring proceedings against you for breach of these terms and conditions in your country of residence or any other relevant country.

(g) Severability

If any part of these terms and conditions is deemed invalid, illegal or for any reason unenforceable then that part will be deemed deleted and will not affect the validity and enforceability of the remaining parts. Any failure by us to enforce our rights or remedies under these terms and conditions or otherwise shall not be construed as a waiver by us of those or any other rights or remedies.

All rights not expressly granted in these terms and conditions are reserved.