

TERMS AND CONDITIONS

These Terms and Conditions (Conditions) set out the basis on which Barra Holidays@croft183 (as defined below) will provide accommodation and other products and services at its hostels and chalet to Customers (as defined below) and Guests (as defined below). By making a Booking (as defined below) the Customer agrees to comply with these Conditions.

1. INTERPRETATION

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Arrival Date" means the date on which the Customer's stay at the hostel or chalet is due to commence, as per the Booking Details

"Booking" means the reservation by the Customer of accommodation and any other products and services detailed in the Booking which is accepted by Barra Holidays@croft183

"Booking Details" means the details of the Booking including the number of Guests, the number of rooms required, the duration of the Guests' stay at the hostel or chalet and any other products and/or services to be included in the Booking

"Charges" means the charges payable by the Customer in connection with the Booking

"Contract" means the contract between the Customer and Barra Holidays@croft183 in relation to the Booking

"Customer" means person who makes the Booking

"Guests" means the Customer and any third parties they invite to the Hostel in connection with the Booking

"Hostel" or "Chalet" means the hostel owned or operated by Barra Holidays@croft183 the location of which is specified in the Booking

2. BOOKINGS

2.1 Customers can request Bookings via Barra Holidays@croft183 website.

2.2 When requesting Bookings, Customers will be required to provide identification information including, but not limited to, their name, address, contact telephone number and email address.

2.3 No request for a Booking should be deemed to be accepted unless and until Barra Holidays@croft183 confirms its acceptance at which point the Contract will come into existence.

2.4 Subject to clause 4 Barra Holidays@croft183 will use its reasonable endeavours to accommodate any request from the Customer to change the Booking Details but any request to change the dates or length of stay or add products and/or services will be subject to availability and the Customer paying for such increased length of stay and/or products and/or services at Barra Holidays@croft183 standard rates from time to time.

2.5 When booking beds in a shared room, Barra Holidays@croft183 will attempt to put people on the same booking in the same room, however this cannot be guaranteed

3. FEES AND PAYMENT

3.1 The Charges will be as quoted by Barra Holidays@croft183 to the Customer upon the Customer's request for a Booking.

3.2 Unless otherwise agreed by Barra Holidays@croft183, the Charges cover the provision of accommodation, bedding, towels, Wi-Fi. at the Hostel or Chalet.

3.3 Bookings will be subject to the Customer:

making payment of the Charges in full in advance or, at Barra Holidays@croft183 option, paying a booking fee and/or deposit; and providing valid Debit or Credit Card details via which payment of the Charges or the balance of the Charges(as the case may be) and any Additional Charges can be taken at check in at the hostel or chalet or at the time of booking.

3.5 If not prepaid in full at time of booking the balance of the Charges must be paid by the Customer immediately on checking in at the Hostel or Chalet. Any Additional Charges must be paid either as they are incurred or, at Barra Holidays@croft183 option, upon the Customer checking out at the Hostel and Chalet.

3.6 The following payment methods are accepted by Barra Holidays@croft183

3.6.1 Credit and Debit Cards

- American Express, Visa and Mastercard.

3.6.2 Cash or Credit or Debit Cards, if the Customer is paying in person at the Hostel.

3.6.3 Bank Transfer

4. Cancellation Policy

4.1 Notification of cancellation can be made: in person, via email, mobile phone 'text message' and/or fax, or any other means will be accepted subject to confirmation in writing. Deposits are non refundable, unless rooms/beds can be re-booked. We strongly recommend you take out holiday insurance.

Cancellation Policy due to Changes of Ferry Schedules

4.2 We are not responsible for the ferry schedule, and any changes made by the ferry operator is out with our control. Any deposits and payments are non refundable, unless rooms/beds can be re-booked. It is suggested that any refunds should be sought from the ferry operator. We strongly recommend you take out holiday insurance.

Termination of Agreements and Refunds Policy

4.3 Both the Client and ourselves have the right to terminate any Services Agreement for any reason, including the ending of services that are already underway. Deposits and payments are non refundable, unless rooms/beds can be rebooked

5. CHECK IN AND CHECK OUT

5.1 Check-in time at the Hostel or Chalet booked is from 1600 hrs. Check-in prior to 1600 hrs. may be available subject to prior arrangement with Barra Holidays@croft183 and subject to the full range of services and facilities at the Hostel or Chalet not being available until the standard check in time.

5.2 Check-out time at the Hostel or Chalet booked is 1000 hrs.. Later check-out times may be possible by prior arrangement with an additional charge and subject to availability. (In the absence of such prior arrangement, failure to check-out by 1000 hrs may result in the Customer being charged for an additional night's accommodation at the standard applicable rate

6. HOSTEL AND CHALET RULES

6.1 Customers are required to conduct themselves and ensure that their Guests conduct themselves in a reasonable and responsible manner at the Hostel or Chalet and must not act in any way which may disturb other guests. Failure to adhere to this requirement may result in Guests being asked to leave the Hostel or Chalet in which event all Charges and Additional Charges shall become immediately payable by the Guest.

6.2 Smoking is not permitted inside the Hostel or Chalet and only in the designated smoking areas.

6.3 The Customer will be responsible for any loss or damage caused at the Hostel or Chalet by Guests or visitor of the Guest. The Guest may be liable for Barra Holidays@croft183 reasonable cost of repairing, cleaning or replacing any property of Barra Holidays@croft183 which is damaged, soiled or lost by a Guest.

6.4 Pets are allowed. Customers are responsible for keeping pets under control. Pets are subject to clauses 6.1 and 6.3

6.5 Barra Holidays@croft183 does not accept bookings made by those under the age of 16. Under 18's cannot stay in any shared rooms, however they can stay in private rooms when accompanied by an adult over 18 years. If you're between 16-18 and want to stay in a private room, you'll need written consent from your parent or guardian.

7. FOOD AND DRINK

7.1 Barra Holidays@croft183 agree to supply basic foods such as bread, cereal, milk, tea, coffee, spread and sugar.

8. DISABLED GUESTS

8.1 Barra Holidays@croft183 complies with all laws regulating the treatment of, and provision for, disabled Guests.

8.2 Customers with any special requirements pertaining to a disability should inform the management team at the Hostel or Chalet prior to the arrival date.

9. BARRA HOLIDAYS@CROFT183 LIABILITY

9.1 Nothing in these Conditions purports to limit or exclude the Barra Holidays@croft183's liability for:

(a) death or personal injury caused by the negligence of Barra Holidays@croft183 its employees, subcontractors or agents;

(b) fraud or fraudulent misrepresentation; or

(c) any other matter for which it would be illegal for the Hostel or Chalet to limit or exclude its liability.

9.2 If Barra Holidays@croft183 breaches these Conditions or is negligent, it is responsible for the loss of damage suffered by the Customer that is a foreseeable result of the breach of negligence but are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of Barra Holidays@croft183 breach of these Conditions or if they were contemplated by Barra Holidays and the Customer when they entered into the Contract.

9.3 The Customer agrees that Barra Holidays@croft183 is only supplying its facilities, products and services to the Customer for private use and have no liability to the Customer for any loss of profit, loss of business, business interruption or loss of business opportunity.

10. PERSONAL DATA

10.1 No personal data is kept. Barra Holidays@croft183 will not sell or supply any personal data to any other companies.

11. GENERAL

11.1 The Customer's rights as a consumer under consumer protection legislation from time to time in force shall not be affected by these Conditions.

11.2 Barra Holidays@croft183 may transfer its rights and obligations under the Contract to another organisation but will always inform the Customer if this happens and this will not affect the Customer's rights under the contract.

11.3 Barra Holidays@croft183 will not be liable to the Customer for any failure to perform or delaying in performing its obligations where such failure or delay is due to an event outside Barra Holidays@croft183's control (including without limitation, extreme adverse weather, industrial action or natural disaster). If such an event prevents Barra Holidays@croft183 from fulfilling the Booking, either party may cancel the Contract.

11.4 Barra Holidays@croft183 may, from time to time, change these Conditions without notice. However, the version of these Conditions in force at the time of the Booking will continue to apply to the Contract. Customers are advised to check Barra Holidays@croft183's website for the latest version of these Conditions before making a Booking.

11.5 No failure by Barra Holidays@croft183 to enforce these Conditions shall constitute a waiver of the right to subsequently enforce that provision or any other provision of these Conditions. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

11.6 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected

11.7 No person who is not a party to the Contract will have any rights in connection with it.

12. Force Majeure

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein