

STABLE COTTAGE

Booking Terms & Conditions



General

- 1 Your booking must be for holiday purposes only. The property must not be used for gatherings, such as weddings, parties, or for business purposes.
- 2 The property will not be available before 4pm on the first day of your booking and you must leave before 10am on your last day.
- 3 The number of people occupying the property and its grounds must not exceed six.
- 4 No fireworks, Chinese or sky lanterns (or other illuminations which have naked flames) shall be let off, drones shall not be operated, and firearms are not permitted.
- 5 No smoking or vaping inside the cottage.
- 6 Electronic devices must not be left charging overnight or when people are not in the cottage.
- 7 We are entitled to ask you to leave the property without any refund if, in our opinion, the behaviour of you and/or your party is unacceptable.
- 8 Whilst every care is taken to provide a true and accurate description of the property, over time, alterations are made, and some things do change. You accept that no refunds are available for such discrepancies, and we cannot accept responsibility for errors or misunderstandings.

Dogs

- 9 You may bring up to two house-trained dogs. They must be kept off the furniture and under proper control and should not be left unattended in or at the property. A charge will be made for any additional cleaning required. No other pets are permitted. There is a working farm next door with sheep and cows, therefore dogs should be kept on a lead if necessary. We have a dog and young children who will be sharing the grounds with you, therefore we cannot accept any aggressive or dangerous dogs. Please inform us when booking if you intend to bring any dogs, and please clean up after your dog.

Contract and warranties

- 10 Once we have accepted your booking and payment (whether in whole or in part), a contract has been entered into, upon these conditions, and such contract is governed by Scottish law. Payment of all required amounts when they are due is of the essence of the contract. This booking is on our Terms & Conditions which will be sent to you with our booking confirmation. If you do not accept them, you may cancel your booking and claim a full refund within 7 days from when you made the required payment.
- 11 When you make a booking you warrant that you are over 18 years old and accept full responsibility for all persons who will use the property during the period booked and you have read and agree to all the Terms & Conditions.

Bookings

12 If your stay starts within 6 weeks of the date you make your booking, you are required to pay the total price at the time of booking.

13 If your stay starts more than 6 weeks from the date you make the booking, you are required to pay a deposit of 25% of the cost of your stay.

14 Bookings will not be for fewer than two nights or for more than three months. In the case of bookings for more than one week, we provide linen and towels but no cleaning for each successive week.

15 If you pay a deposit, the balance must be received at least 6 weeks before the beginning of the period booked. If we do not receive the balance when due, we shall, with regret, cancel your booking and you will lose your deposit. If we are able to re-let the property, we will refund you the sum at which we are able to re-let, which could be less than you paid.

Payments

16 We accept card payments, direct transfer and sterling cheques drawn on a UK bank. All payments must be in sterling.

Loss or damage

17 You should make every effort to keep the property, fixture and fittings and all contents in the same state of repair and condition as at the start of the holiday. Any breakages or damage should be reported to us prior to departure. We retain the right to make an additional charge for damage and breakages, although it should be noted that minor breakages and reasonable wear and tear (in the opinion of the property owner) will not be charged for.

Cleaning

18 We would like to think the holidaymaker and party would treat the property as they would their own home and at the end of the holiday the property is left in a clean and tidy condition. The property owner retains the right to make an additional charge for cleaning should the property not be left in a similar condition to the way it was found at the start of the holiday.

Problems during your stay

19 If you have any issues concerning the property during your stay you should notify the owner as soon as possible. We will endeavour to rectify any problems as soon as is reasonably possible. Any problem must be made known to us immediately it becomes apparent, otherwise no subsequent claim will be entertained.

Cancellation

20 If you cancel a booking for any reason, you must notify us in writing by email, or by post. If you notify us more than 6 months before the start date of your booking we will return to you any sums received by us less £30 administration fee.

If you notify us less than 6 months before the start date of your booking, then, save as provided in condition 21, the cancellation charges below will apply from the date you informed us of the need to cancel.

- 6 months to 6 weeks before start date: 25% of the total rental

- 6 weeks or less to start date or early departure: 100% of total rental

and we will return to you any sums received by us less the appropriate cancellation charge. We strongly advise that you take out comprehensive travel insurance to cover cancellations. If you choose not to, then you accept responsibility for any loss that you may incur due to your cancellation.

21 If you notify us 6 months or less before the start date of your booking, we will endeavour to re-let the property. If we are successful in re-letting all or part of the period booked, we will return to you any sums received by us from the re-letting up to the amount you paid for the period re-let (less £30 administration fee). To achieve a re-letting we reserve the right to re-let at a discount at our discretion.

22 We may cancel a booking at any time before it begins. We would expect to do this only for essential building work, Government-enforced closures or for some other reason unforeseen by us at the time your booking was accepted. In this unlikely event we shall refund in full all money received by us for the booking, but will not have any liability beyond this, and, without limitation of the foregoing, we will not have any liability for travel costs incurred by you in relation to the booking.

23 We are not liable for refunds or expenses you incur in the event we are prevented from fulfilling your booking as a result of circumstances beyond our control. Such circumstances shall include (but not be limited to) war, terrorism, riots or civil unrest, industrial action, flooding, bad weather, natural disaster, epidemics, pandemics, health risks or such similar events (“Force Majeure”).

24 We accept no liability for any works or activity of any sort occurring on any premises neighbouring our property, nor shall we be responsible for making any enquiries about the likelihood of, or providing any information to you about, any such works or activity.

Access

25 We reserve the right to enter the property, at a reasonable time, in the event of an emergency or remedial repair work being required.

Limitation of Liability

26 Our liability to you and those accompanying you at the property is strictly limited to direct loss up to the amount paid by you on booking, but this does not apply to our liability for: a) death or personal injury caused by our negligence; b) fraud or fraudulent misrepresentation on our part; c) anything else for which liability may not at law be excluded.

We shall not be liable to you at all for any indirect or consequential loss, whether caused by negligence, breach of contract or otherwise. We are also not liable to you for any noise or disturbance from neighbours or other activities outside the property (including agricultural and road noise). We take no responsibility for your personal possessions or vehicles, which are left entirely at your own risk.

You are responsible for your own safety, and we take no responsibility for any loss, damage, injury or illness to person or property whilst on the premises arising from any cause whatsoever. Please be aware that you are staying at an old property with a steep staircase, low doorway and ceilings upstairs, and some wild outdoor space. Children must be supervised at all times, and we accept no liability or responsibility for the safety of unaccompanied children.

27 We reserve the right to terminate a booking at any time if these conditions are not met in full.