

Booking Conditions Old Kirk in Dalguise

These booking conditions (the “Booking Conditions”) are between the property owner / manager (“we”, “us” and “our”) and the holidaymaker(s) who book our property (the “Property”). References to “you” or “your” are references to the person making the booking (“Booking”) and all members of the holiday party.

Any Booking is subject to the conditions below. These Booking Conditions form the basis of your contract with us so please read them carefully. Nothing in these Booking Conditions affects your normal statutory rights.

1. Making your booking

To book the Property with us you should make the payment specified in the initial quote we email to you (the “Quote”). If the Quote stipulates that you pay an initial deposit (the “Initial Deposit”) followed by a balance payment (the “Balance”), you must make both payments within the time periods specified. If the Quote asks you to make a payment in full, you must pay the full amount by the due date. If the Quote specifies that any damage deposit (the “Damage Deposit”) and/or a cleaning or other fee(s) (“Other Fee(s)”) is payable, you must also make that/those payment(s) within the time period specified.

Once the Initial Deposit or full payment has been received, you will receive an email confirming the Booking. The contract between us will only be formed when you receive the payment confirmation email and is subject to these Booking Conditions.

You should carefully check the details of your Booking before making a payment, as well as the confirmation email and inform us immediately of any errors or omissions.

2. Paying for your booking

Where you have only paid an Initial Deposit, you are required to send to us your payment for the Balance and the Damage Deposit and/or Other Fee(s) within a certain period prior to the arrival date specified in your Quote (the “Arrival Date”). If you fail to make a payment due to us in full and on time we may treat your Booking as cancelled by you.

The Damage Deposit may be used for any repair and/or replacement of the Property, furnishings, fixtures and fittings that are necessary after your stay. We will return the Damage Deposit to you following the return of the keys to us, less any deductions in accordance with the conditions listed above. Any Cleaning Fee will be used to clean the Property, furnishings, fixtures and fittings

following your stay and is non-refundable. Any Other Fee(s) will be described in the Quote and are non-refundable.

3. If you cancel or amend your Booking

If you need to cancel or amend your Booking you must write to us or email us as soon as possible. A cancellation will not take effect until we receive confirmation in writing or via email from you. The cancellation policy described in your Quote ("Cancellation Policy") applies to your booking.

4. If we cancel or amend your booking

We would not expect to have to make any changes to your booking, but sometimes problems occur and we do have to make alterations or, very occasionally cancel bookings.

If this does happen, we will contact you as soon as is reasonably practical and inform you of the cancellation or the change to your Booking. If we cancel your Booking, we will refund you any fees you have already paid to us. However, we will not be liable to refund you for any fees you may have paid to any third party in connection with your holiday (including, without limitation, fees for travel, entertainment, activities or insurance).

5. Force majeure

The property is in a rural location. We cannot be held responsible for you not being able to reach the property due to natural events such as excessive snow, ice or flooding. We will endeavor to notify you prior to your arrival of any known issues.

6. The Property

You can arrive at the Property after the time specified by us on the Arrival Date for your holiday and you must leave by the time specified by us on the departure date we give you. We will let you know these times by email.

If your arrival will be delayed, you must contact the person whose details are given on the booking confirmation so that alternative arrangements can be made. If you fail to do so you may not be able to gain access to the Property. If you fail to arrive by midday on the day after the Arrival Date and you do not advise the contact of your anticipated late arrival we may treat the Booking as having been cancelled by you and we shall be under no obligation to refund you for fees already paid to us. See the Cancellation Policy.

7. Your obligations

You agree to comply with the regulations set out in any property manual provided to you and any other regulations reasonably specified by us from time to time and ensure that they are observed by all members of your party. You agree to keep and leave the Property and the furnishings, including items such as kitchen equipment, crockery and glasses clean and in good condition.

You agree not to cause any damage to the walls, doors, windows or any other part of the Property nor to do anything that may be reasonably considered to cause a nuisance or annoyance to us or to any other occupier of adjoining or neighbouring properties.

You agree to take all necessary steps to safeguard your personal property.

You agree to ensure that each member of your party is covered by comprehensive travel insurance (including cancellation, flight delays, loss and damage to baggage and other property) and health insurance (including evacuation and repatriation coverage).

You cannot allow more people to stay in the Property than expressly authorised, nor can you significantly change the makeup of the party during your stay in the Property, nor can you take your pet into the Property unless it shown on your booking form or detailed in other correspondence and agreed with us in advance. If you do so, we can refuse to hand over the Property to you, or can require you to leave it. We will treat any of these circumstances as a cancellation of the Booking by you and we shall be under no obligation to refund you for fees already paid to us in those circumstances. Any refund will be at our sole discretion.

You agree to allow us or any representative of ours access to the Property at any reasonable time during your stay for the purpose of essential repairs or in an emergency.

You are requested to leave the property in a state similar to the one you found it in (meaning: generally tidy – we do not expect you to clean bathrooms or Hoover unless exceptionally dirty) ; failure to do so may incur an additional cleaning charge as determined by the number of additional hours required by the cleaner.

8. Complaints

Every effort has been made to ensure that you have an enjoyable and memorable holiday. If however, you have any cause for complaint it is important that remedial action is taken as soon as possible.

It is essential that you contact us if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve difficulties properly unless we are promptly notified. Discussion of any criticisms with us whilst you are in residence at the Property will usually enable any shortcomings to be rectified straightaway. In particular, complaints of a transient nature (for example, regarding preparation or heating of the Property) cannot possibly be investigated unless registered whilst you are in residence.

If any complaint cannot be resolved during your holiday, you must write to us with full details within 28 days of the end of it.

9. Our liability

Our maximum liability for losses you suffer as a result of us acting in breach of these terms and conditions is strictly limited to the total fees you have paid for the Booking.

We shall not be liable for any losses which are not a foreseeable consequence of us breaking these Booking Conditions. Losses are foreseeable where they could be contemplated by you and us at the time your Booking is confirmed by us.

Your Booking is made as a consumer for the purpose of a holiday and you acknowledge that we will not be liable for any business losses howsoever suffered or incurred by you.

We shall not be liable to you for any personal injury or damage to or loss of personal property, except where the injury, damage or loss is caused by our negligence.

This does not exclude or limit in any way our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation; or for any matter for which it would be illegal for us to exclude or limit, or attempt to exclude or limit, our liability. However, if there is an accident or injury – we require you to inform us within 7 days of your departure.

10. Law

The contract between you and us is governed by the law of Scotland and we both agree that any dispute, matter or other issue which arises between us will be dealt with by the Courts of Scotland.

11. General

You may not transfer your Booking or any rights and responsibilities under these Booking Conditions to any other person, without our prior written consent.

If at any time any part of these Booking Conditions is held to be unenforceable for any reason under any applicable law, that part shall be deemed omitted and the enforceability of the remaining parts shall not in any way be affected by that omission.

These Booking Conditions, together with the Quote, the Cancellation Policy and our confirmation email contain the entire agreement between us and you relating to the Booking and supersedes any previous agreements, arrangements or discussions.

12. Use of wifi / Internet access

The free Wi-Fi service offered by the Old Kirk is an unfiltered network provided for your convenience; its use is solely at your own risk. It is solely the responsibility of the parent, guardian or adult responsible for the child to monitor and restrict the content accessed by their children.

Whilst we pay for an uninterrupted service from the ISP, occasionally problems arise and No guarantee is provided that you will be able to make a wireless connection. No guarantee is provided that you will be able to access the Internet service or third party website you require.

The Old Kirk cannot and does not guarantee the privacy or safety of your data and communication while using the service, and cannot and will not take responsibility for damage incurred from incorrect, insufficient or incomplete security settings or lack of up-to-date virus protection.

By using Barnstondale Centre' public access Wi-Fi service you are bound to the relevant UK law, including the Data Protection Act 1998; Parts of the Criminal Justice and Public Order Act 1994; Computer Misuse Act 1990; Copyright, etc. and Trade Marks (Offences and Enforcement) Act 2002, and agree to abide by it. It is your responsibility to familiarise yourself with all Statutory requirements.

When data usage caps are communicated to the occupant, the Old Kirk reserves the right to make an additional charge for usage exceeding the cap. The Old Kirk has up to a month to request this, given billing cycles.