

Terms and Conditions for booking at Kirkennan Estate Holiday Cottages

Updated 18 Oct 2016

1 Making your booking

You as the person in charge of the party (the party leader) must be at least 18 years old at the time of booking. All other members of the party must authorise you to make the booking on the basis of these conditions. By making the booking, you confirm that you are authorised to make the booking and that all other members of the party agree that the booking will be governed by these conditions. You are responsible for making all payments due to us.

As long as the property is available and we have received all the relevant payments, we will give you written confirmation by post or email (see below) as soon as reasonably possible. This confirmation will show your booking details and the amount you still owe for the booking. Your binding contract will begin when we issue the written confirmation. For bookings made within 14 days of the arrival date, you will have a binding contract with us when we give spoken or email confirmation of your booking to you and you have made the appropriate payments to us.

We, have the right to refuse any booking before we send you your written confirmation.

As soon as you receive your confirmation, you must check the details carefully. If anything is not correct, you should tell us immediately.

2 Payment

When you book, you should pay the deposit amount then due by bank transfer, card or by sending us a cheque. We only accept payment in pounds sterling. We must then receive the rest of the money owed no less than 6 weeks before the start of your trip. However, if you book less than 6 weeks before the start of your trip, we must receive full payment of the total cost when you make the booking. For any accommodation booked less than two weeks before your intended stay, you must pay for the booking in full by bank transfer or card, at the time of booking.

If you do not pay any payment due in relation to your booking by the appropriate date we are entitled to assume that you want to cancel your booking.

3 Pricing

We will confirm the price of your booking when you make it. As changes and mistakes can happen, you must check all details at the time of booking.

All prices quoted or otherwise given to you include all charges and any taxes or government charges which may apply to your booking at the time it is made. All prices are for the property and are not on a per person basis.

4 Brochure and website details

We aim to make sure that the information provided is accurate on any website and in brochures and other promotional literature or material we produce and provide. There may be small differences between the actual property and its description. This is usually because we are always aiming to improve services and facilities. Occasionally, problems mean that some facilities or services are not available or may be restricted. If this happens, we will tell you as soon as reasonably practical after we become aware of the situation. We cannot accept responsibility for any changes or closures to local services or attractions mentioned in any brochure or on any website, by our advisers or advertised elsewhere. We make reasonable efforts to make sure that information we give you about the property and its facilities or services, as well as advertised travel and other services, is accurate and complete on the date given. We cannot accept responsibility for any inaccurate, incomplete or misleading information about any property or its facilities and services, unless this was caused by our negligence.

5 If you change or cancel your booking

a) Changes

If you want to change any detail of your confirmed booking, we will do our best to make the changes. However, we must receive your notice in writing by post or email. We may agree to accept notice over the telephone, but this should be arranged with us first.

b) Full cancellations

If you have to, or want to, cancel your booking, you must phone us on the number shown on your booking confirmation as soon as possible. If you cancel before the balance is paid your deposit is forfeit. If you cancel after the balance is paid we will do our best to re-let the property and if we are successful will refund you the lesser amount of either a) what we have received from you (i.e. the amount you have paid less any transaction charges) or b) the amount we have received from any subsequent booking (i.e. the amount the new guests have paid less any transaction charges). If your booking was for a week and we manage to re-let it for two part week bookings we will deduct £50 from the total that we have received to cover the additional costs of cleaning and washing bedding before calculating what is owed for you. Please note the sooner you inform us about cancellation the more likely it is that we will re-let the property. We do encourage all guests to take out insurance to cover any potential losses from not being able to come on their holiday.

d) Part cancellations

If only one person in your party needs to cancel, this will not affect the total cost of your booking.

6 Cancellations or changes by the owner

As owners we do not expect to have to make any changes to your booking. However, sometimes problems happen and bookings have to be changed or cancelled or mistakes in brochures or other details corrected and we reserve the right to do so. If this is necessary we will contact you (by phone if reasonably possible in the case of a significant change or cancellation – we will let you know about minor changes by post) as soon as is reasonably practical. We will explain what has happened and let you know about the cancellation or change.

7 Events beyond our control

Unless we say otherwise in these booking conditions, we as owner will not be legally responsible either jointly or individually for any compensation if we are prevented from carrying out our responsibilities under this contract as a result of events beyond our control. This means an event we

could not, even with all due care, expect or avoid, including:

- strike, lock-out or labour dispute;
- natural disaster;
- acts of terrorism, war, riot or civil commotion;
- malicious damage;
- keeping to any law or governmental order, rule, regulation or direction;
- accident;
- breakdown of equipment or machinery;
- insolvency or bankruptcy;
- fire, flood, snow or storm;
- difficulty or increased cost in getting workers, goods or transport; and
- other circumstances affecting the supply of goods or services.

8 Complaints

If you wish to make a formal complaint you must let us know immediately in writing and in any event within seven days of the end of any booking. Neither we nor the owner can be held responsible for noise or disturbance which comes from beyond the boundaries of the property or which is beyond our control. If we know about a problem before you arrive, we will contact you to let you know.

We cannot be held responsible for the breakdown of mechanical equipment such as pumps or boilers, nor for the failure of public utilities such as water, wifi or electricity.

9 Insurance

If you are travelling from overseas we recommend that you take out enough travel insurance to cover you for your total stay.

10 Disabilities and medical problems

If you or any member of your party has any medical problem or disability that may affect your booking, please tell us before you confirm your booking and give us full details in writing as early as possible before you travel. We will let you know if we feel that the property is unsuitable for your particular needs, but the decision whether to continue with the booking is yours.

11 Your property

You can arrive at your property at any time after 3pm (unless we tell you otherwise, for example on your confirmation) on the start date of your rental period. You must leave by 10am on the last day. Please let us know when you expect to arrive so we can ensure that the property is warm and ready for you. If you fail to arrive by 12 noon on the day after the start date of your rental period and you do not let us know you are arriving late, we will treat your booking as having been cancelled by you. In this situation, we will not refund any money you have paid even if we re-let the property.

You and all members of your party agree to keep the property clean and tidy, to leave the property in a similar condition as you found it when you arrived, and to behave in a way at all times while at the property which does not break any law. You and all members of your party also agree not to use the property for any illegal or commercial purpose, including subletting it or otherwise allowing anyone to stay in it who we have not previously accepted. You are responsible to us for the actual costs of any breakage or damage in or to the property – along with any extra costs that may result - which are caused by you or any members of your party. We can ask for an extra payment from you to cover any related costs.

We can refuse to allow you into the property or ask you to leave if we reasonably believe you or any member of your party (or any other person you have invited to the property) are behaving illegally or antisocially or that any damage is likely to be caused, has been caused or is being caused by the behaviour of you or any members of your party or any person you have invited to the property. We will treat these circumstances as a cancellation by you.

Maximum occupancy – You must not allow more people than the brochure states to stay overnight in the property. If you require use of the a fold out bed you must let us know on booking. You cannot arrange for visitors to the property without our advance consent. You cannot significantly change the number of adults or children during your stay. (For example, if you book for two adults and two children, you cannot arrive with four adults and no children.) You must not hold events (such as parties, celebrations or meetings) at the property without our advance consent. If you do any of these things, we can refuse to hand over the property to you, or can repossess it. If we do this, we will treat this as you cancelling the booking. In these situations you will not receive a refund of any money you have paid for your booking. And we will not be legally responsible to you as a result of this situation. (This will include, for example, any costs or expenses you have to pay due to not being able to stay in the property, such as the cost of finding other accommodation.) We are not under any obligation to find any alternative accommodation for you.

You must allow us or our representative (including workmen) access to the property at any reasonable time during your stay (except in an emergency or if a problem needs sorting out quickly and you cannot be contacted in time. In these situations, we can enter the property at any time without giving you prior notice).

Pets – A maximum of two dogs is allowed if notified at the time of booking, sometimes more dogs can be accommodated by arrangement. Dogs are not allowed upstairs, on beds or furniture unless you bring throws to use. You must not leave any pets unattended in the property, including any garden, without prior arrangement, and you must keep dogs on a lead within the boundaries of the Estate (with the exception of the Lodge or Woodsedge enclosed gardens which are for the use of guests staying in those properties only, and Jock's wood). You are responsible for clearing up your dog's faeces – and should check the garden before you leave for such deposits. If you or any member of the party has a pet allergy, we cannot guarantee that dogs, or other pets, have not stayed in your chosen property, nor can we accept any responsibility for any subsequent health reaction.

15 Damage

You will be responsible for all damage or breakages caused by you and/or (whichever applies) members of your party to the property or its contents (including the cost of any work needed to put this right). This includes responsibility for paying for this damage. We can ask for payment from you to cover these costs. If you discover that anything is missing or damaged on arrival please notify us immediately.