# **Booking Terms and Conditions**

# Old Farm Holiday Cottages, Chirnside, Duns, Berwickshire, Scottish Borders TD11 3LD 07902429989

www.oldfarmholidaycottages.co.uk

**Property Owners** Mr Simon Gardner & Mrs E Gardner.

## **Booking Terms**

Our booking terms and conditions are listed below. Please read these carefully as they form the terms of the contract between us. If you have any queries or prefer to make a booking by telephone, please contact us.

Once a booking has been confirmed, a Contract has been entered into. The person whose name appears on the Booking Form agrees to take full responsibility for ensuring that all the following Conditions of Let are adhered to by all members of the party.

If you accept our booking terms and conditions, please print for your own records, along with your booking details.

#### **Guests agree:**

- **1. Occupancy.** To limit the number of people occupying any one property to that stated in the brochure or website, unless by prior consent with the owner.
- **2.** To accept that a completed booking form agreed by both parties is a binding contract and that any subsequent amendments must be agreed by both parties in writing.

### 3. Deposit

A deposit of 30% is required at the time of booking, with the balance payable eight weeks (56 days) prior to the arrival date. If a booking is made within eight weeks of the arrival date, the full rent is payable immediately.

When we have not received the balance within 4 weeks (30 days) of the arrival date, we may at our discretion use reasonable endeavours to contact you and remind you to pay the balance. This is a service we are not obliged to perform. Failure to pay the balance of rental charges, or allow the owner to take the balance by credit card by the due date (30 days prior to arrival), will result in the booking being cancelled and the owner treating the property as available for re-booking, you shall have no claim for compensation or reimbursement whatsoever.

#### 4. Prices

All prices are in GB pounds inclusive of electricity, tea-towels, bed linen and towels. Cleaning materials, etc are provided, one bag of logs in winter.

## 5. Arrival And Departure

Arrival is from 4.00 pm and departure by no later than 10.00 am, unless prior agreement is made by the owners.

#### 6. Payment

Payment can be accepted by credit or debit card or via bank transfer online or by telephone. Any charges raised against us by the bank for bank transfers or any other payments, must be reimbursed by yourself to us within seven days of the request to do so.

We require a 30% deposit with initial booking.

The Property Manager requires any balance owed by the guest is due no later than 30 days before check-in date

#### 7. Cancellations

During these current times we aim to provide a flexible cancellation policy, allowing our guests to book with confidence.

Cancellations made up to 30 days prior to arrival will be given a refund of the amount paid to us for your booking.

Cancellations made after 30 days prior to arrival will be offered a date change. Refunds will only be provided if we can re-let the property, minus any change in price we may have incurred to re-sell the dates. We are happy to offer a date change of your booking.

COVID 19- If you have to cancel your booking due to a government national or regional lockdown, we shall offer a change of dates or provide you with a refund.

If you or your travelling party test positive for COVID-19 prior to your stay and you are unable to travel due to self isolating we shall offer you a change of dates. A refund will be provided if we are able to re-let the property, minus any reduction in price we may have to incur to re-sell the dates. We may ask for proof of a positive COVID-19 test in such circumstances.

Only lodging costs are refunded. Additional extras, including but not limited to cleaning fees, taxes and other ancillary charges, will not be refunded.

Guests may cancel their reservation by notifying their property management company that they wish to cancel in writing that they wish to cancel. Cancellations can be intimated by the telephone, but must also be confirmed in writing by email to contact@oldfarmholidaycottages.co.uk

## 8. Cancellations by the property owner.

We reserve the right to cancel a Booking. If we have to cancel a Booking, liability will be limited to a refund of fees actually received for the accommodation. No other payments will be due by us to you for any reason whatsoever.

#### 9. Insurance.

To minimise the financial risks associated with going on holiday. We strongly recommend that you have suitable travel insurance which matches your needs when booking the holiday.

**10.** To accept that should the property, subsequent to booking, become unavailable through any cause, the owner's liability is limited to the repayment of any rent already paid.

#### 11. Pets

We are sorry we are unable to accommodate dogs or other pets.

## 12. Liability.

To accept that the responsibility for personal property of guests occupying the accommodation is solely theirs. All vehicles are also left at the guests' risk. Also guests agree to absolve the Property Owner of any responsibility for any accident or mishap to persons or property whilst on the premises or whilst engaged in any activity therein, or from any illness or injury arising from any cause whatsoever.

- **13.** To use the property solely for its purpose as self-catering accommodation and to accept the owner's right to refuse to hand over the property to any person deemed unsuitable to take charge. Causing a nuisance or disturbance to neighbours, unreasonable behaviour may result in the owners' asking guests to leave. In these circumstances you shall have no claim for compensation or reimbursement whatsoever.
- **14**. Any additional guests /visitors require prior consent from the owners to use the facilities and amenities of the Property.
- **15**. Do not play music, which can be heard outside the property after 11pm at night.

# 16. Right Of Entry

We reserve a right of entry to the property at all reasonable times, whether you are present or not, for the purposes of inspection or to carry out necessary repairs or maintenance.

**15.** To be responsible for shutting all exterior doors and appropriate windows and securing the property when absent or sleeping

## 17. Damage And Cleaning

You undertake to take all reasonable and proper care of the property and its contents and to leave the property in a clean and tidy condition at the end of your stay, with full inventory. If you damage the property or furnishings in any way or leave the cottage in an unacceptably dirty or untidy condition, you will be liable to reimburse us for the cost of any such damage or for the cost of additional cleaning. You must report as soon as possible to the Property Owner (or representative) any breakages or damage caused by yourself / your party during the holiday.

**18.** To take responsibility for minimising the fire risk. No fireworks to be used on outside gardens and grounds of the property.

## 19. Cots And High Chairs

High chairs and cots and some baby toys are available on request free of charge. Please make this request at time of booking. Although we are happy to supply these extras, for health and safety reasons use of this equipment is at your own risk.

### 20. No Smoking Policy

All our cottages have strictly no smoking environments.

- **21.** No large single sex party groups without prior permission from the owners. If such bookings are agreed by the owner a deposit may be required against damages prior to arrival at the owners' discretion. Please see our website contact details to arrange such bookings.
- 22. The Property Owner reserves the right to refuse any Booking

#### 23. Data Protection

For the purpose of the Data Protection Act 1998, all personal and other information and details collected for the booking will not be disclosed to any third party. We may use this information to inform you of our news, special offers and other such information which may be of interest. If you do not

wish to receive this information please inform us at time of arrival or contact us by email contact@oldfarmholidaycottages.co.uk or telephone 07902429989.

**24.** No amendment or addition to any of these Booking Conditions shall be deemed to have been made unless accepted in writing by the Property Owner

## 25. Booking details

Immediately upon receipt of your booking confirmation please check the details and notify us of any mistakes/errors as soon as possible and in any event within seven (7) days; no changes can be made to the Booking after this time.

# 26. Electric car charging.

At this time we do not have electric car charging points at our property. We do not allow cars to be charged via our electricity in the cottage either via an external plug or plugging into the cottage electric sockets in the property. Our insurance does not cover for damage caused by charging electric cars from our properties, as well as being advised it is a fire risk.

We do recognise the need for electric car charging, and we are looking into solutions at our properties.

# 27. COVID positive test during your stay

If you or any member of your party tests positive for Covid 19 during your stay or up to 10 days after your stay. You are required to inform Old Farm Holiday Cottages through email as soon as possible but certainly within 24 hours of testing positive. This is to allow us to follow appropriate current guidelines.

#### 28. Self Isolation

Prior to booking accommodation, you are required to inform Old Farm Holiday Cottages if the intention of you or any member of your party is to stay to self-isolate for any purpose related to Covid 19 or any related policy.