

Contract and Booking

- 1. When you submit a booking via our online reservation system, you will receive an automatically generated booking summary by email to the address you provide in the booking form. This does not form a contract between us. A contract shall arise only when your deposit payment has cleared and your booking is subsequently confirmed in writing via a letter of confirmation sent by post or email.
- 2. The Customer must be at least 18 years of age and authorised to make the booking on the basis of these Terms and Conditions by all other members of the party. By making this booking, the Customer confirms that he /she is so authorised and that he / she has agreed to the Terms and Conditions herein.
- 3. When you receive your confirmation, you should check the details carefully. If anything is incorrect, you must tell us immediately. The Owner cannot be held liable for any mistakes that arise from you providing the wrong booking details.

Payment

- 4. We require an initial deposit of 50 % of the full rent due to secure your booking. This deposit is non-refundable after seven days from the date of booking. The deposit shall be provided at the time of booking. If you are paying by cheque, this should be made payable to "Cairnton Farm."
- 5. The balance payment should be paid in full at least three weeks before commencement or, if there is less than three weeks to go, it shall be paid in full at the time of booking. Payments can be made by cheque, (provided enough time is allowed for the cheque to clear before your holiday starts) or electronic transfer. We can provide bank account details for an electronic transfer or credit card payment on request. Where payment is made by credit card, an additional 2% is payable to cover bank charges.
- 6. Please make sure we receive your payment on time, as we may re-book as soon as the due date for payment has passed.
- 7. A condition of staying with us is that you look after the holiday home as though it were your own. We reserve the right to request a security deposit of £100, which if requested must be paid with your balance payment or prior to your use of the cottage. The cost of any damaged or missing items or exceptional cleaning will be deducted from this deposit and the remainder returned to you. We reserve the right to invoice the person booking the holiday for any replacements and additional costs incurred.
- 8. We will do everything we reasonably can to honour our commitments to you, but you accept our maximum liability to you on any grounds whatsoever is limited to the amount you have paid us prior to the problem arising, save for personal injury or death caused through our negligence.
- 9. If any payment due in relation to your booking is not paid by the appropriate date then we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid at that date. The Owner will normally send out a reminder to you before your booking is cancelled.

Check In / Check Out

- 10. You may check in anytime after 4pm on your day of arrival (or earlier if prior arrangements have been made with us). Check out is anytime before 10am on your last day. Please let us know your estimated time of arrival.
- 11. The number of guests at any time is restricted to the number of guests as indicated on the booking form (always subject to the maximum number of guests for your cottage stipulated on the Cairnton Farm Cottages Website).
- 12. You undertake to leave the cottage without demand at the termination of the agreed period of hire.

Property Care and Visitor Obligations

- 13. There is strictly no smoking within the cottage. A surcharge will be made for cleaning fabrics on evidence of smoking in the cottage.
- 14. Depending on which cottage you are staying in, you are allowed to bring up to two dogs with you at a charge of £10 per dog per stay. Please consult the Cairnton Farm Cottages Website to confirm which cottages accommodate dogs. Dogs must not be left unsupervised in the cottages at any time. No other pets are permitted.
- 15. The number of guests at any time is restricted to the number of guests as indicated on the booking form (always subject to the maximum number of guests for your cottage stipulated on the Cairnton Farm Cottages Website).
- 16. In the unlikely event that you discover any damaged items on arrival, you agree to inform us immediately (so that you will not be held liable and for us to arrange a repair / replacement as soon as possible).
- 17. The Owner has the right to enter the property at any reasonable time for the purpose of inspection, repairs, etc. except in cases of emergency where quick access is vital, in which case the Owner is entitled to enter the cottage at any time without giving you prior notice.
- 18. During your stay, you are responsible for the contents of the property and we will pass on the cost of any damages / breakages to you (beyond reasonable wear and tear).
- 19. You agree to leave the cottage in a clean and tidy condition.
- 20. You agree that the cottages let by the Owner are to be used for the purposes of a holiday let to which Section 12(2) and paragraph 8 of Schedule 4 of the Housing (Scotland) Act 1988 apply. The booking agreement confers a right to occupy the accommodation for the agreed period only.
- 21. You shall not sub-let the cottage or any part thereof.

- 22. Cairnton Farm is a working farm, and we ask you to respect that. You agree to prevent any member of your party from causing a nuisance or disturbance in or around the cottage. In the event of such a problem arising, we reserve the right to require you to vacate the property on demand without payment of compensation to you.

Rural Clause

- 23. Part of the charm of the countryside, with the beauty of our natural scenery and our distance from the bustle of the city, means that we have less security of supply of services that are taken for granted in cities. Thankfully problems such as power cuts or uncooperative septic tanks are few and far between at Cairnton Farm Cottages. In the unlikely event of any such problems during your stay with us we will use our reasonable endeavours to procure their early resolution on receiving notice thereof. However, for the avoidance of doubt, you accept that as the extent of our liability.

Security

- 24. Please ensure that the house is left secure when you go out. In the unlikely event that anything of yours is stolen from the cottage (locked or unlocked) it will be your own responsibility.
- 25. Equally, please ensure that your vehicles are securely locked and parked without obstruction.

Rent Includes

- 26. The rent you pay covers the following: (a) Use of linen and towels provided at no extra charge; (b) Crockery, pots, pans, glasses and cutlery; (c) logs for the wood burning stoves.

Force Majeure

- 27. Your booking is accepted on the understanding that the cottage will be put at your disposal on the date agreed with us. Should this not be possible due to circumstances beyond our reasonable control, we cannot guarantee to provide an alternative holiday property. In this case the rental you have paid will be returned to you in full and you will have no further claim against us.

Cancellation by the Customer

- 28. You may cancel within seven working days of confirmation of your booking. If you do so, your deposit will be returned in full.
- 29. If written notice of cancellation is received after seven working days of confirmation of your booking, we will attempt to re-let the accommodation; although no guarantee of successful re-letting is given. If the Owner is unable to re-let the cottage you shall remain liable for the full rent due. In the event of re-letting taking place, the deposit only will be retained and any balance will be returned to the hirer. We do however advise you to take out your own holiday insurance cover to provide for this if you have to cancel.

Unfair Contract Terms Act 1977

- 30. In all cases where any part of these terms and conditions is an unenforceable provision in terms of the Unfair Contract Terms Act 1977 or otherwise determined by any court to be unenforceable, the unenforceable provision shall not affect the validity of the remaining portion of these terms and conditions, which shall remain in force as if the unenforceable provision had been eliminated.

Disclaimer

- 31. The Owner has taken every care to ensure that the accuracy of property descriptions on their website and in their brochure and all information is provided in good faith and is believed to be correct, but they do not form part of the contract between the Owner and the Customer.

Dispute Resolution

- 32. We would aim to resolve any disputes quickly and amicably. However if we can't resolve any disputes by agreement you and we agree to Scots law applying and prorogate the exclusive jurisdiction of Aberdeen Sheriff Court.