

# Terms | Conditions

## General

These Terms & Conditions (the '**Booking Contract**') are between, and shall bind, the owner of Railway Cottage, Killin ('**we**', '**us**' and '**our**') and the guest(s) who books the property (the '**Property**'). The booking is referred to in the Booking Contract as a '**Booking**'.

References to '**you**' or '**your**' are references to the person making the booking and all members of their visiting party.

This Booking Contract and our booking confirmation email (the '**Booking Confirmation**') contain the entire agreement between us and you and form the basis of your agreement with us. Please read them carefully. Nothing in this Booking Contract affects your usual statutory rights.

## Booking

1. You make a Booking by sending us a booking request via our website [www.railwaycottagkillin.co.uk](http://www.railwaycottagkillin.co.uk)
2. Your booking is subject to availability and provisional until confirmed by us by email.
3. We will respond to your booking request promptly. Once the booking dates, cost and guest details are agreed, we will agree the booking to you by email (the '**Booking Confirmation**') for payment of the deposit.
4. The Booking Confirmation and Booking Contract are effective when you pay the deposit (as defined below) or pay in full if the start date of your stay is less than 42 days from the date of booking.
5. The deposit (the '**Initial Deposit**') is 50% of the total cost of the stay and is payable within 5 days of the Booking Confirmation. The balance payment (the '**Balance**') is payable no later than 42 days prior to your arrival date.
6. If payment in full is required, then 100% of the total cost of the stay is payable within five days of the Booking Confirmation.
7. If the Initial Deposit (or full payment if required) is not paid within 3 days of the Booking Confirmation, unless otherwise agreed, the booking may be cancelled by us.
8. You are required to pay an additional, refundable deposit of £200 (the '**Security Deposit**') as set out in the Booking Confirmation as part of your payment in full or your Balance payment (as applicable).

## Booking Cancellation and Amendment

- When you have paid only the Initial Deposit you are required to pay the Balance and Security Deposit no later than 42 days prior to your arrival date. If you fail to make the Balance and

Security Deposit payments in full and on time, we shall be entitled to treat your Booking as cancelled by you and the Cancellation Policy (as defined below) shall apply.

- If you wish to cancel or amend your Booking you must phone or email us as soon as possible. A cancellation or amendment will not take effect until confirmed in writing by you. You may cancel your Booking within 24 hours of it being confirmed and receive a full refund. If you cancel your Booking more than 24 hours after it has been confirmed by us the Cancellation Policy (as defined below) shall apply.
- We may consider an amendment (for example date change) to the booking requested by you after the Booking has been confirmed but are not obliged to agree to the amendment. If an amendment is agreed, a revised booking confirmation, together with any revisions to cost, will be provided to you. If we do not agree to the amendment the Cancellation Policy (as defined below) shall apply.
- **It is your responsibility to ensure you have appropriate travel insurance to cover cancellation fees.**
- We do not expect to have to change or cancel your booking once it is confirmed. However, if the property becomes unusable for any reason (for example due to poor weather that renders the property inaccessible or UK/Scottish government restrictions due to coronavirus) we will contact you as soon as possible and inform you of the cancellation or the change to your booking.
- If we cancel your booking, we will refund you any payments you have already made to us. We are not liable for any consequential damage or losses incurred by you (including without limitation costs of travel, entertainment, activities or insurance).
- The Cancellation Policy is as follows:

Should you need to cancel we will endeavour to re-let the property for the dates booked. If we are successful you will receive a full refund of monies paid. In the event we are unable to re-let your dates, our Cancellation Policy is:

Date of Cancellation	Refund Applicable
30 days or less prior to arrival date	No refund of monies paid
31 days or more prior to arrival date	50% refund of monies paid
Within 24 hours of your Booking Confirmation	Full refund of monies paid

The Security Deposit is refunded in full for all cancellations.

- Cancellation due to Covid-19:
  - If either the UK or Scottish Government introduces new travel restrictions due to Covid-19 and those restrictions do not allow you to travel and stay at the Property you will receive a full refund of monies paid.
  - We will provide a full refund of monies paid if you are unable to travel due to coronavirus illness within your travel party or due to a requirement to self-isolate.

## Arrival and Departure

1. You may arrive at the Property after 3pm on your arrival date and you must leave the Property by 12 midday on your departure date. We may be flexible on these times by prior arrangement with you.
2. If your arrival will be delayed beyond 8pm on your arrival date you must contact us so that alternative arrangements can be made, if necessary, for you to gain access to the Property.
3. If you fail to arrive by 3pm on the day after your scheduled arrival date, and you do not advise us of your anticipated late arrival, we will assume the Booking has been cancelled by you and we shall be under no obligation to refund payments already received from you. Please see the Cancellation Policy.

## Pets

Dogs are welcome at Railway Cottage. The number of dogs permitted is as agreed in the Booking Confirmation. If a dog or any other animal is brought on to the Property without prior permission from us, then we will be entitled to terminate your stay immediately with no refund of payments made by you.

Owners must bring appropriate bedding, towels and feeding equipment. All dog waste must be cleared from the cottage grounds and binned outside.

Dogs must not be left alone in the cottage. Strictly, they are not permitted on the furniture or upstairs in the cottage under any circumstances.

## Your Obligations

1. Railway Cottage is strictly non-smoking. Forfeiture of your Security Deposit will be imposed if this policy is breached.
2. You will not exceed the number of guests in the property as stated in your Booking Confirmation or significantly change the makeup of your guest party (from that stated in your Booking Confirmation) before or during your stay in the Property unless agreed by us in writing in advance. If this policy is breached, we may refuse you entry to the Property or terminate your stay immediately. We shall be under no obligation to refund you any payment already paid to us in those circumstances. Any refund will be at our sole discretion.
3. Furthermore, you agree to:
  - a. keep the Property, fixtures, fitting, equipment and furnishings including such items as kitchen equipment, crockery and glasses, clean and in good condition during your stay.
  - b. leave the Property clean, tidy and in good condition on your departure. Household refuse and recycling must be taken to the nearest council recycling depot.
  - c. take all possible steps to avoid accidental damage to any part of the Property or its contents.
  - d. take all necessary steps to safeguard your personal belongings while at the Property. We will not be liable for any loss or damage to your personal belongings during your stay
  - e. ensure the swing gate at the entrance to the access track is locked at all times after your vehicular entrance/exit throughout your stay.
4. Furthermore, you agree not to:
  - a. cause any damage to the walls, doors, windows or any other part of the Property.

- b. behave in a way they may be reasonably considered to cause a nuisance or annoyance to us or to any other occupier of neighbouring properties.
  - c. smoke anywhere inside the Property.
  - d. leave your dog(s) alone or unsupervised anywhere in or around the Property.
5. 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, in an emergency or to ensure you are complying with this Booking Contract.

### **Security Deposit**

Damage caused by you, any member of your party or your pet will be charged to your Security Deposit of £200. Damage includes, but is not limited to the cost of:

1. Replacing broken items
2. Call out charges for tradespeople to make repairs
3. Additional cleaning due to (but not limited to) general untidiness, pet hairs on furniture or on the first floor of the property

Furthermore, the following may be deducted from your Security Deposit:

4. Reimbursement for alcoholic beverages consumed from the wine store in the property, the price of which shall be provided to you on arrival at the property
5. Costs for replacement keys and/or locks in the event of non-return of the Property keys provided to you. Instructions on the return of the keys on your departure shall be provided to you on arrival at the Property.

We operate a strict non-smoking policy inside the Property. In the event you or any member of your guest party breaches this policy you will immediately forfeit the full amount of the Security Deposit.

Minor breakages will usually be considered normal wear and tear and will not be chargeable, but you must report such damage before your departure.

**Your liability for loss or damage resulting directly or indirectly from your actions, those of a member of your party or your pet is not limited to the amount of the Security Deposit.**

**If the Security Deposit is insufficient to cover the cost of the necessary repairs or replacement of damaged items you agree to pay the additional cost on presentation of documentary evidence of the cost (this may include, but is not limited to, photographs of the damaged item(s), invoices from qualified tradespeople and insurance assessments).**

Your Security Deposit, less any deductions, will be refunded to you within five working days of our receipt of the Property keys which you will return to us by post. Details of this arrangement will be provided to you on your arrival at the Property.

### **Complaints**

We make every effort to ensure our guests have an enjoyable, comfortable and trouble-free stay at our Railway Cottage. Unfortunately, occasionally things break or stop working without warning and for no obvious reason. In case of such an event we ask you contact us as soon as possible so that we can organise remedial action. Our contact details including phone number and email address are noted in the guest information pack at the Property.

Please be aware the Property is in a remote location and it may not be possible to swiftly rectify certain problems especially if we are required to call in a tradesperson.

If any complaint cannot be resolved during your stay, please contact us by email with full details within 7 day of your departure from the Property.

### **Limit of Liability**

Our maximum liability for losses you suffer as a result of us acting in breach of this Booking Contract is strictly limited to the payments received by us in relation to your Booking. We shall not be liable for any losses which are not a foreseeable consequence of us breaching this Booking Contract. Losses are foreseeable where they could be contemplated by you and us at the time your Booking is confirmed by us.

### **Covid-19**

1. If you, or a member of your guest party, develops symptoms of Covid-19 during your stay, it is important you let us know as soon as possible and arrange a coronavirus test without delay. Visit [www.NHSinform.scot/tst-and-protect](http://www.NHSinform.scot/tst-and-protect) or call 0800 028 2816 to arrange a test.
2. If you suspect you have contracted Covid-19, the current Scottish Government advice is for you and your guest party to return home and self-isolate there.
3. If you cannot return home for any reason, you should discuss your circumstances with a health care professional. If you need essential help, call the National Assistance Helpline 0800 111 400.

### **Extended Stays**

If you request an extension to your stay at the Property beyond the departure date in your Booking Confirmation you must pay:

1. The nightly rate applicable to each of the dates you request, regardless of the reason for the extension.
2. Any cancellation charges we incur if your extension results in the cancellation of any other booking.

On the date of your departure, if you delay leaving beyond 12 midday (or other time as agreed with us prior to your arrival at the Property) you will be liable for either:

1. A payment equivalent to 50% of the nightly rate if you are late leaving but do not prevent another guest taking their booking the same day OR;
2. A payment equivalent to the nightly rate, even if you do not stay overnight, if your delayed departure prevents another guest from taking their booking at the Property on the same day.

### **Miscellaneous**

1. You may not transfer your booking or any rights and responsibilities under this Booking Contract to any other person without our prior written consent. If at any time any part of this Booking Contract is held to be unenforceable for any reason under any applicable law, that part shall be deemed omitted and the enforceability of the remaining part shall not in any way be affected by that omission.

2. This Booking Contract, together with the Booking Confirmation contain the entire agreement between us and you relating to the Booking and shall supersede any previous agreements, arrangement or discussions between you and us, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiation between you and us prior to receiving the booking confirmation email except as expressly stated in this Booking Contract. Neither you nor us shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into this Booking Contract (unless such untrue statement was made fraudulently) and that party's only remedy shall be for breach of contract as provided in this Booking Contract.
3. We will not be in breach of this Booking Contract, or otherwise liable for any failure or delay in provision of this booking arising from any circumstances beyond our reasonable control including but without limitation flood, fire, explosion or accident.

## **Law and Jurisdiction**

This Booking Contract (including any non-contractual obligations arising under or in relation to this Booking 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 exclusively dealt with under the jurisdiction of the Scottish Court.