

Terms & Conditions of Hire

Contract - Very Important

When you submit a booking via our online reservation system you will receive a booking summary by email to the email address you provide in the booking form. This does not form a contract between us. A contract shall only arise when your booking is subsequently confirmed in writing by email. Once a booking has been confirmed, a Contract has been entered into. The person whose name appears on the Booking Form / Invoice agrees to take full responsibility for ensuring that all the following Conditions of Hire are adhered to by all members of the party:

1. **Holiday Cancellation Insurance is not included in the rental.** If you have to cancel your booking, you must contact Barwhillanty Estate as soon as possible to inform them. You must also confirm your cancellation in writing. Deposits and balances are non-refundable in the event of a cancellation and you should be covered by appropriate insurance. We advise that you ensure that your holiday insurance covers you for this.
2. Arrivals are from 4 pm onwards unless other arrangements are made with the Management. We ask you to vacate the property no later than 10 am on day of departure so that we can prepare the cottages for the next guests. We reserve the right to make a charge of £20 per hour for late departure.
3. The contract confers on you a right to occupy the accommodation for a holiday only and, in terms of section 12 (schedule 4, paragraph 8) of the Housing (Scotland) Act 1988 is not an 'assured tenancy'.
4. The applicant must personally stay at the accommodation throughout the holiday and be over 21 years of age. He/she is solely responsible for the whole party. Assignees and sub-tenants are prohibited. No more than the stated number may stay at the property.
5. A deposit of 30% of the total holiday cost must be paid on booking. The balance is due two weeks before the start of the holiday, without further reminder from Barwhillanty Estate. The Management reserves the right to declare the contract void, the deposit forfeit and to re-let the accommodation should the balance not have been received within the time limit.

6. Dogs must be kept under proper control and not allowed on the furniture, and especially the beds, nor left unattended in the property. Dog owners will be held responsible for any damage caused to the property, contents or garden by their dog and for any extra cleaning required. When out walking within the property grounds/estate, you must ensure that dogs are kept on a lead except where indicated. They must not be allowed to disturb livestock, deer or game birds. No more than 2 dogs are allowed per property. Please bring your pet basket.
7. Please ensure that you take all reasonable care in the use of the property and its contents including the security of the property and you will report any damages as soon as they occur. The Management reserves the right to charge for all repairs, losses or replacements necessitated by the negligent act or omission of any of your party, guests or invitees. If necessary this may include an administration charge.
8. On departure, you are requested to leave the accommodation clean and tidy. This includes washing up, placing rubbish in appropriate wheelie bins, a quick Hoover of floors and cleaning grill pan, baths, basins and WCs. Barwillanty Estate reserves the right to make a charge of £35 for extra cleaning if the accommodation is not left in a satisfactory condition.
9. Our website is as accurate as possible but cannot be warranted, nor do the descriptions form any contract. Barwillanty Estate reserves the right to alter or improve any of the subjects without notice. Prices include VAT at 20%. If VAT rates change, new rates will apply to any sums not received by the date of change. VAT No: 263009777
10. Should Barwillanty Estate have to cancel your holiday for any reason, every effort will be made to find you suitable alternative accommodation. If this is not possible a refund will be made of all monies paid by you to Barwillanty Estate for the accommodation booked. No further financial claims against Barwillanty Estate will be considered.
11. As far as the law allows, the Management takes no responsibility for loss, damage or injury to you or any of your party or your/their property or vehicles as a consequence of this agreement or the occupancy following thereon.
12. You will indemnify Barwillanty Estate or their agents against loss, damage or injury sustained to the property or persons as a result of any breach of these conditions or arising from the fault of you or any member of your party.
13. Fireworks are not permitted at our cottages without written permission due to danger of fire.

14. Barhillanty Estate or their agents whomsoever reserve the right to enter the property at any reasonable time.
15. If the accommodation becomes inaccessible due to bad weather every effort will be made to find you alternative holiday accommodation. We are unable to offer any refund and strongly recommend you take out your own travel insurance.
16. Fishing / Shooting - No fishing or shooting is allowed on the Estate unless otherwise agreed. Please contact us at the office (number below) should you be interested.
17. Every effort is made to ensure that you have an enjoyable holiday. If, however, you have cause for complaint, we are anxious that remedial action is taken as quickly as possible. Please contact the Manager or staff as soon as possible so that they can take action or investigate and resolve the problem. You should not feel reluctant to complain if you are dissatisfied with some aspect of your accommodation. Indeed it is always the best policy to draw attention to the problem on the spot.