

TERMS & CONDITIONS OF BOOKING *at* KILCHRIST CASTLE COTTAGES

- i. **Kilchrist Castle Cottages** refers, collectively, to MacLeod Cottage, MacGregor Cottage, Angus Cottage and Campbell Cottage off Southend Road, Nr. Campbeltown, Argyll & Bute, Scotland, PA28 6PH. An accepted booking in any of these properties denotes a contract between the Guest and the Owner.
- ii. **Guest's details** may be passed to the local caretakers for the purposes of preparing the cottage for arrival. The caretakers live on site in MacDonald cottage and are the Owners' representatives.
- iii. **Rental Period.** All bookings start from the time given on the Confirmation of Booking and it is requested that the cottage is vacated by the expiry time on the day the period ends.
- iv. **Deposit/Payment.** A deposit of 25% of the full rental is payable when booking unless the booking is made within 60 days of the hire commencement date. In which case the full amount is payable. If the full balance is not received 60 days prior to commencement of the hire, the deposit will be forfeited and the cottage re-let.
- v. **Cancellation Policy:** Cancellation 60-days before commencement will be
- vi. **Holiday Insurance.** Once booked, the Guest is liable for the complete cottage rental cost. As such, it is recommended that the Guest take out suitable holiday insurance to cover costs incurred by unexpected holiday cancellation.
- vii. **Availability.** The booking is made on the understanding that the cottage will be placed at the Guest's disposal on the dates agreed. Should this not be possible through fire, safety or security risk or any circumstance beyond the Owner's control, the full amount paid by the Guest will be refunded. No alternative accommodation can be provided and the Guest will have no claim against the Owner for compensation or expenses.
- viii. **Maximum Occupancy.** The maximum occupancy as specified on the cottage details must be adhered to. If this condition is not observed, the Owner reserves the right to refuse admittance or require that the Guest vacate the property. In this eventuality, no refund of rental fee will be due.
- ix. **Amenities.** The rental of the cottage includes use of TV, electricity, water, heating, and access to the communal laundry room. Kitchen utensils, cutlery, bed linen and towels are included in the cottage rental and must remain within the property.
- x. **Pets.** If the cottage details state that dogs are allowed inside, then one to two dogs belonging to the Guest are welcome on the understanding that the Guest is totally responsible for their behaviour and well-being. The dog(s) must always be kept under control and on a lead when in the immediate cottage grounds. The strip field opposite can be used to exercise dogs. At no time should dogs be left unsupervised in the cottage and they must be kept off of the furniture. In certain circumstances, an additional charge may be levied to cover cleaning costs.
- xi. **Smoking.** All cottages are strictly non-smoking. Any breach of this rule will result in the termination of the Guest's booking and forfeit of all fees paid. An additional cleaning charge will be applied.
- xii. **Hazards:** The cottages are converted from the old Byre of Kilchrist and this forms part of their character. They are 200+ years old. Consequently, the Owner advises caution when moving around the grounds due to uneven surfaces. There are various trip hazards in the cottage grounds. The staircase in **Angus Cottage** is an old stone-spiral staircase and not suitable for all, especially the infirm and young children. Every effort is made at the time of booking to notify Guests of Angus Cottage about the staircase, however it remains the responsibility of the Guest to have fully understood these Terms & Conditions prior to booking. Details of the staircase and images appear on the official Kilchrist Castle Cottages website.
- xiii. **Cleaning.** All equipment, utensils, etc. must be left clean and ready for use. The cottage itself must be left clean and tidy at the end of the rental period and it is requested that all utilised bed linen be stripped ready for cleaning. The Owner reserves the right to charge for excess cleaning in extreme circumstances.
- xiv. **Nuisance.** The Guest shall not cause a nuisance of any kind to the cottage or to its neighbours. It is politely requested that noise be kept to a minimum after 22:00hrs to ensure guest satisfaction and comfort for all residents at Kilchrist.
- xv. **Right of Entry.** The Owner or his representative reserves the right to enter the cottage at any reasonable time during the Guest's period of stay.
- xvi. **Damages & Breakages.** The Guest undertakes to keep the cottage and all furniture, fittings and contents in the same state of repair and condition as at the commencement of the letting. All damage, breakages or equipment failure to the cottage or its contents must be reported to the caretakers as soon as possible. Repair or replacement will be arranged as soon as practical, however there is no guarantee this will be within the period of hire. Damage or breakage caused by act or omission of the Guest or persons attending the cottage at the Guest's invitation must be repaired or replaced by the Guest at the Guest's expense within 7 days of the cost of repair or replacement being determined and notified to the Guest. The cost of repair or replacement shall generally be determined within 14 days of notification. Any repair or replacement shall be to the original standard. Should the damage result in another booking being cancelled, the Guest will be held liable for all consequential losses to the Owner. All breakages are chargeable.
- xvii. **Appliance Breakdown.** In the event of a breakdown, the Owner will do everything possible to ensure swift repair/replacement of any appliance provided at the property. However, the Guest must accept that it may be impossible to deal with every eventuality during the course of a booking period. Where a breakdown is determined to be a direct result of misuse, the Guest will be required to cover the full cost of repair or replacement.

- xviii. **Left Items.** The Guest will be notified of any possessions that have been left in the cottage after it has been vacated. Notice will be made by e-mail, SMS or post, generally within seven days of the letting ending. The Guest must meet the cost of returning any item. Please note: any item to be returned will be suitably packed but the Owner accepts no responsibility for loss or damage in transit.
- xix. **Security & Key.** The Guest is responsible for the security of the cottage for the duration of the booking period and immediately after vacation, until such time as the key is surrendered and the caretaker re-enters the cottage. The Guest is expected to take all reasonable care of the cottage and its key. This includes ensuring that the cottage is fully secured when leaving it. No windows should be left open and all locks must be secure. Please look after the key to the property - a charge will be levied against any lost keys.
- xx. **Good Housekeeping bond.** The Owner reserves the right to apply a security/good housekeeping bond of up to £500 to be either deposited or pre-authorised on a credit/debit card in case of breakages/damage caused during the stay or excessive cleaning required following a stay. The security bond is applied at the owners discretion and will be requested at the time of booking. The bond will be returned within 3-days of departure, less any costs for damages etc.
- xxi. **Complaints Procedure.** The caretakers are the Owners representatives and live on site in MacDonald Cottage. If the Guest is not entirely satisfied with the accommodation offered or with anything within the cottage, they should contact the caretakers immediately and every effort will be made to resolve the problem. The Owner will not consider claims for problems notified to them after the hire period has ended.
- xxii. **Variation to Descriptions.** Every care has been taken to ensure the accuracy of details on in published literature, advertising, social media and websites, etc. However, changes to the details may be necessary from time to time and the Owner reserves the right to make any changes without notice. Where changes are fundamental to a booking, notification will be made in writing by e-mail.
- xxiii. **Bookings** should be made in the name of the attending Guest unless being made by a registered company in which case the booking can be made in the company name with a note of the guest name along with valid contact details on the booking.
- xxiv. **COVID-19 SPECIFIC**
If you or a member of your party develops symptoms of Coronavirus during your stay, it is important that you let us know as soon as possible. There is a different set of procedures that apply in the event of a suspected or actual case of disease at a site that we would need to follow. Government advice, if you suspect you have developed the symptoms of Coronavirus, is that you should not continue with your holiday but should make your way straight home and self-isolate (the whole group). If any member of your group has acute symptoms, has breathing difficulties, or their life is at potential risk, they should seek medical help immediately by calling 999.
- xxv. **DATA PROTECTION AND GENERAL DATA PROTECTION REGULATIONS**
The holding and use of personal information of individuals is currently regulated by General Data Protection Regulations (GDPR). Though this is EU legislation, it will remain unaffected by the UK's exit from the EU. Your personal data will not be disclosed except upon specific request by recognised Law Enforcement agencies.