

September 27, 2019

Smiddyhill Lodge – Terms & Conditions

Please read these terms and conditions carefully before making your booking.

In these terms and conditions “you” or “your” means the person named in the booking confirmation. “We” or “us” means the Ms. Julie Hill “Accommodation” means Smiddyhill Lodge.

Your booking

We reserve the right to accept or decline bookings entirely at our discretion. We have a **minimum 2-night booking period**.

- 1) Your contract with us will begin when we issue you with your booking confirmation. Your contract with us will be on the terms set out in these terms and conditions.
- 2) We may offer you the option of provisionally holding a booking if you contact us by telephone or email. We will let you know how long we are able to provisionally hold your booking for when you contact us. If you do not confirm your booking by that time, the Accommodation will be released for general sale.
- 3) All bookings are confirmed when we issue you with your booking confirmation. Your booking confirmation will set out the dates of your booking, the total amount payable for your booking and the date on which any payments are due. We will issue you with your booking confirmation by email or, if requested, by post.
- 4) You, as the person making the booking, will be responsible for all members of your party. You, as the person in charge of your party, must be at least 18 years old at the time of booking.
- 5) Children under the age of 18 must be accompanied by an adult.
- 6) We can only discuss your bookings (including any changes) with you, we cannot discuss the booking with another member of your party unless you give express consent in writing for us to do so.

Paying for your Accommodation

- 7) For bookings (i) made 8 weeks or more in advance or (ii) of over £100, you must pay us 30% of the total amount payable for your booking at the time of booking. We must then receive the balance by the date set out in your booking confirmation (which will generally be 8 weeks before the start of your stay).
- 8) For bookings made less than 8 weeks in advance you must pay us the total amount payable for your booking at the time of booking.
- 9) If you do not make any payment by the date it is due, we will send you a reminder by email or by telephone. If you fail to make the relevant payment within 14 days of the date it is due, we will assume that you wish to cancel your booking. If this happens, your booking will immediately be cancelled, and cancellation charges will apply.
- 10) We accept payment via BACS transfer from UK customers and PayPal for overseas customers. We will only accept payment by cheque where the cheque is drawn from a bank based in the United Kingdom; this is due to the additional costs and processing time for cheques outside this area.
- 11) Where we have not confirmed your booking, we will e-mail you to notify you the offer is no longer available and cancel your booking.

Pricing for our Accommodation

- 12) All prices given include VAT. If the VAT rates change, we reserve the right to change our prices accordingly. VAT invoices can be provided on request.

- 13) All prices given, by telephone, on our website, on external websites or in any leaflets include any charges for water, gas, electricity, and logs.

If you want to cancel your booking

- 14) Your contract with us is a contract for the provision of leisure accommodation on a specific date or dates and this means that you do not have a statutory right to change your mind and cancel the contract. We do, however, offer you the right to cancel your contract subject to reasonable timescales.
- 15) If you wish to cancel a confirmed booking you must let us know by email, telephone or in writing as soon as possible and, in any event, prior to the first day of your booking. Your booking will be cancelled with effect from the day we receive your email or written notification and will be subject to the cancellation charges set out below.
- 16) Our cancellation charges are calculated according to the time between when we receive notification from you that you wish to cancel your booking and the start of your booking. Our cancellation charges are set out below:

No. of days prior to booking start date	Cancellation charge
More than 180 days	administration fee of £25
180 – 57 days	30% of the total booking charge
56 – 29 days	50% of the total booking charge
28 – 8 days	75% of the total booking charge
8 days or less prior to holiday start date or at any point after holiday start date	100% of the total booking charge

- 17) If you cancel your booking after the booking start date, we will not issue you any refund for any remaining nights of your booking. For the avoidance of doubt, this includes where you cancel your booking for any reason outside of your reasonable control, including without limitation, inclement weather and illness. You may wish to consider buying holiday insurance to compensate you in these circumstances.

If you want to change your booking

- 18) If you want to change any detail of your confirmed booking you must let us know by telephone, by email or in writing as soon as possible.
- 19) Whilst we will do our best to accommodate you, we cannot guarantee that we will be able to meet any request for changes. Please note that it is not possible for us to change bookings less than two months before the start date.
- 20) If we do change your booking, you must pay us an administration fee of £25 to cover the costs we incur in making the change to your booking. You must also pay us any additional accommodation costs due because of the change – we will confirm the amount of any additional accommodation costs due at the time we change your

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booking. If your accommodation costs are lower as a result of the change, we will refund you the difference at the time we change your booking, after deducting the administration fee referred to above.

If we need to change or cancel your booking

- 21) We do not expect to have to make changes to your booking, however sometimes problems happen and bookings have to be changed or cancelled. We will only change or cancel your booking if necessary to perform or complete essential remedial or refurbishment works; or
- 22) for other reasons unforeseen at the time you made your booking which are beyond our reasonable control. This may include occasions where the Accommodation becomes inaccessible due to a Meteorological Office Severe Weather Warning or other severe weather event.
- 23) If we do need to change or cancel your booking we will do our best to offer you a suitable alternative booking. If we are not able to offer you a suitable alternative, or if you do not accept the alternative we offer, the booking will be deemed cancelled and we will refund you the total amount you have paid us for the booking.
- 24) If we do need to change or cancel your booking, we will only be responsible for foreseeable losses that you suffer as a result of that change or cancellation and we will not be responsible for any unforeseeable losses you suffer as a result of that change or cancellation. A loss is foreseeable if it is an obvious consequence of our change or cancellation of your booking or if it was contemplated by you and us at the time we entered into this contract.
- 25) If we do need to change or cancel your booking because it becomes impossible to deliver the booking due unforeseen events beyond our reasonable control, we will do our best to offer you a suitable alternative booking for either the same dates or alternative dates.
- 26) It is recommended that you obtain appropriate travel insurance for all members of your group. This should ideally cover illness, cancellation and injuries during your stay.

Special requests (training, demonstrations)

- 27) These must be requested at the time of booking. Whilst we will do our best to accommodate you, we cannot guarantee that we will be able to meet any request. Please check the availability calendar in the first instance.

Visitor standards and behaviour

- 28) You will be provided with a welcome folder at your Accommodation that contains important information about your stay with us. Please ensure that you and your party read the welcome folder carefully on arrival. You must also ensure that you and your party familiarise yourselves with the layout of the Accommodation and the location of the fire exits.
- 29) You must only use the Accommodation for the purposes of your holiday. You must not use the Accommodation for any other purpose, including for any business purposes, without our prior written consent.
- 30) You must keep the Accommodation and its contents clean and tidy and leave them in the same condition as when you arrived.
- 31) You must not use the Accommodation, or allow it to be used, for any dangerous, offensive, noisy, illegal or immoral activities. You must not cause any nuisance or annoyance to any neighboring properties or anyone else during your stay.
- 32) Smoking is not permitted in either in the property or on any part of the premises (indoors and outdoors). Please note smoking includes the use of vapours and/or e-cigarettes. You and your party must not use candles, fireworks or Chinese lanterns at your Accommodation. We provide an outside wood burner that also acts as a small barbecue. It must be used away from the buildings and fully extinguished before you leave the property.
- 33) Your Accommodation has a wood burner, you must comply with the instructions found in the welcome folder, particularly regarding the appropriate fuel to use for your safety.
- 34) Dogs are permitted to stay in the adjoining insulated luxury kennels. You must tell us at the time of booking if you wish to bring a dog(s) to the property. We ask that you keep the area both outdoors and, in the kennels, clean

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and free any dog mess. Assistance dogs are permitted at Smiddyill Lodge; however, you must notify us at the time of booking if you wish to bring an assistance dog with you.

- 35) Drones may be flown if used with consideration for others and livestock.
- 36) You must not charge an electric vehicle from the Accommodation.
- 37) Please note that if you do not comply with the standards and behaviours set out we may need to exercise our rights under Section 13 ("Our right to evict").

Maximum occupancy for your Accommodation

- 38) You must ensure that the maximum number of persons occupying the Accommodation does not exceed the maximum occupancy limits set out on our website. You must not bring additional camp beds to the Accommodation or allow tents, caravans or campervans at the Accommodation. For the purposes of occupancy limits a child over the age of 2 is considered an occupant.
- 39) We set maximum occupancy limits in line with the facilities, space and equipment available at the Accommodation and in order to comply with applicable health and safety and regulatory requirements. As such, we reserve the right to require you to leave the premises (without any compensation or refund) if you exceed the maximum occupancy limits.

Damage to the Accommodation or its contents

- 40) If you discover that anything is damaged on arrival at your Accommodation you must notify us immediately. If you do not notify us we will assume that you caused the relevant damage or loss.
- 41) You will be responsible for the cost of any damage to the Accommodation or its contents caused by you or by any member of your party or animal brought with you.
- 42) In addition, you will be liable for the cost of any damage or injury caused to livestock as a result of your dog(s) behaviour.

If you have a problem or complaint

- 43) We take care to ensure that our Accommodation is of a high standard. However, if you have any problems with your Accommodation, please contact us immediately and give us the opportunity to resolve it. Please contact Julie Hill on 01875 835249. We will work with you to ensure that any complaints are investigated and resolved as promptly and efficiently as possible.
- 44) In considering any complaint we will take into account whether we have been given the opportunity to investigate it and put matters right.

Our rights of access

- 45) Either myself or contractors may need to access your Accommodation if there is an unforeseen problem, to investigate a complaint you have made, or to perform certain routine property checks. If this happens, we will do our best to let you know in advance of the date and time that we will need access.
- 46) If we do need to access your Accommodation for any reason we will always try to access the property at reasonably convenient times (other than in the event of an emergency).

Our right to evict

- 47) We may terminate our contract with you and ask you to leave your Accommodation immediately (without any compensation being payable) if:
- a. you take a dog(s) into the accommodation
 - b. we consider that you or your party have committed a serious breach of these terms and conditions;
 - c. we consider that your or your party's behaviour endangers safety
 - d. any complaints are made of anti-social or unacceptable behaviour against you or your party;
 - e. you or your party cause an unreasonable amount of damage to the property or its contents; or you exceed the maximum occupancy limit for your Accommodation.

Our liability to you

- 48) Responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.
- 49) Nothing in these terms and conditions is intended to limit our liability for:
- 50) death or personal injury caused by our negligence;
- 51) fraud or fraudulent misrepresentation on our part; or
- 52) any breach of the terms implied by Section 10, 11 and 13 of the Consumer Rights Act 2015

Events beyond our control

- 53) We will not be responsible for any failure to perform our obligations under these terms and conditions that is caused by an event outside our control.
- 54) An event outside our control means any act or event that is beyond our reasonable control, including, without limitation, severe weather event, drought, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, strikes or industrial action by third parties, terrorist attack or threat of terrorist attack, war or threat of war, civil commotion, riot, invasion, or failure of public or private telecommunications networks.

Some practical information for your stay

- 55) Your check-in and departure times will be set out in your booking confirmation. Normally, check-in is available from 2pm on the first day of your stay and departure is required before 10am on the last day of your stay.
- 56) If you do not leave the Accommodation by the required departure time we reserve the right to charge you for an additional night.
- 57) If you leave any of your possessions behind at your Accommodation, please contact us as soon as possible. We reserve the right to charge you for any storage and delivery costs that we incur in relation to your lost property. Where possible we will hold lost property for six months, after which it will be disposed of, though perishables will be disposed of immediately and are therefore unreturnable. In addition, we will only be able to return items permissible by Royal Mail.
- 58) Smiddyhill Lodge is located in a rural area and it is important that you and your party do not interrupt or endanger the livelihood of those working on the surrounding land. You should familiarize yourselves with and follow the Country Code. The gate into the premises be kept must be kept closed at all times to keep livestock in. Dogs must be kept under control. We are not responsible for your personal property including dogs, mountain bikes, vehicles, and any other equipment. These are all left at your own risk.
- 59) Guests must lock the doors and close windows when they leave the property unoccupied. Making sure the garage/kennel doors are also closed with the key returned to the parrot hook in the utility room. The Lodge key should be returned to the key lock safe.

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- 60) Rubbish should be removed to the bins supplied outside or in the kennels.
- 61) Internet available at no extra cost. There is no guarantee as to the speed or bandwidth of the house's internet connection. Rural areas of Scotland can be erratic and /or suffer outages which are outwit the owners control. We do not accept responsibility for such events but will endeavor to rectify the situation with the provider where possible.

Entire Agreement

- 62) This agreement constitutes the entire agreement between you and us and supersedes and extinguishes all previous promises, representations and undertakings.
- 63) No one other than a party to this contract shall have any right to enforce any of its terms.

Data Protection

- 64) We may communicate with you from time to time about your booking and your experience with us. You may contact us at any time to request we remove your details from our systems. You may do this by using the contact form on our website, by telephone, by email or letter.

Governing Law

- 65) These terms and conditions are governed by Scottish Law. You and we both agree to submit to the exclusive jurisdiction of the Scottish courts.