

KILBRIDE COTTAGE - Terms & Conditions

We want to make sure you have an enjoyable and relaxing stay at Kilbride Cottage.

So here are all the legal bits we need to cover, then we're all ready to go!

Just get in touch if you've any queries at all:

kilbridecottagefife@gmail.com / 07552 550594

COVID - 19 TEMPORARY AMENDMENTS TO TERMS AND CONDITIONS

We have made some temporary amendments to our terms and conditions due to the ongoing COVID-19 pandemic commencing in 2020. These are highlighted in red in this document and referred to as "COVID terms". These apply to bookings made for 2020 & 2021 but may be extended as notified on our website and booking pages.

1. THE CONTRACT

- 1.1. The Contract for a short-term holiday rental will be between the Owners of Kilbride Cottage (referred to as "us" or "we") and the person making the booking and all members of the holiday party (referred to as "responsible person", "you", "your", "guests") under the following booking conditions. Scottish law will govern the Contract. The Contract will be subject to the booking conditions in this document, and must be complied with.
- 1.2. The online booking and payment of the booking deposit (or full payment if the booking is made within 42 days of the arrival date **or within 14 days if COVID terms apply**) forms the contract between us.
- 1.3. The person whose name is on the booking form (referred to as the "Responsible Person") agrees to take full responsibility for ensuring that all the following Terms and Conditions are adhered to by all members of the party. The Responsible Person must personally stay at the accommodation throughout the holiday and be at least 18 years of age at the time of booking. (see also para 4.3)
- 1.4. The names, addresses and ages of all members of the party must be shared with the Owners on request.

2. BOOKINGS & PAYMENT

- 2.1. Bookings made directly with us are confirmed on receipt of the non-refundable booking deposit which is 20% of the total holiday cost.
While COVID terms apply a booking is confirmed on payment of the non-refundable booking deposit of £10.
- 2.2. The balance of the rental will be due for payment 42 days before the arrival date.
While COVID terms apply the balance of the rental is due for payment 14 days before the arrival date. We reserve the right to cancel a booking where payment has not been received 42 days **(or 14 days if COVID terms apply)** before the commencement date, in which case the deposit is forfeit.
- 2.3. If the booking is made within 42 days **(or 14 days if COVID terms apply)** of the arrival date then payment will be due in full.
- 2.4. No entry to properties will be allowed without payment, in full, being cleared beforehand.
- 2.5. A security/good housekeeping deposit of £200 is required within 42 days **(or 14 days if COVID terms apply)** of the arrival date. This will be returned in full within 7 days of the departure date **(within 14 days if COVID terms apply due to the increased cleaning times)** if the cottage is left in good condition (with no breakages or damage, marks, stains to furniture/walls/flooring/linen etc.) and by the agreed departure date. In the unlikely event that extra cleaning fees, late departure penalties, breakage, loss or other costs are charged these will be deducted from the security/good housekeeping deposit (or invoiced if any serious damage exceeds this amount).
- 2.6. Bookings made through other platforms (e.g. Airbnb, trip advisor) will be subject to the additional terms and conditions of, and any addition fees made by the relevant platform.

3. CANCELLATION

- 3.1. Cancellations must be immediately notified to us by email.
- 3.2. If you cancel more than 42 days before your arrival date you will not be charged the full rental, however the booking deposit will be forfeit.
If COVID terms apply and you have to cancel due to COVID travel restrictions more than 14 days before your arrival date, then you will be refunded the rental paid, less the £10 non-refundable booking fee which covers some of our unavoidable administration costs. Or you can transfer your booking to an alternative available date if you prefer.
- 3.3. If you cancel 42 days or less before your arrival date you will forfeit the full rental cost.
If COVID terms apply and you have to cancel due to COVID travel restrictions less than 14 days before your arrival date, then you will be refunded the rental paid less the £10 non-refundable booking fee which covers some of our unavoidable administration costs. Or you can transfer your booking to an alternative available date if you prefer.
- 3.4. Your security/good housekeeping deposit will be refunded in the event of a cancellation.

4. TERMS OF USE

- 4.1. The property is let to you to occupy as a holiday let, and the booking agreement confers the right to occupy the house for a holiday for the agree period only, and cannot be defined as a private residential tenancy or assured tenancy (as described in paragraph 6 of schedule 1 of the Private Housing (Tenancies) (Scotland) Act 2016, and section 12 and paragraph 8 of Schedule 4 of the Housing (Scotland) Act 1988).
- 4.2. You undertake to use the property solely for its purpose as self-catering holiday accommodation and to accept the Owner's right to refuse access to the accommodation to any person, whether the Responsible Person or guest of the Responsible Person, deemed unsuitable.
- 4.3. The Responsible Person who makes the booking must personally stay in the accommodation throughout the holiday and is solely responsible for the whole party. Assignees and sub-tenants are prohibited. Any agent or third party wishing to make a booking on behalf of a guest or guests MUST seek the express agreement of the owner BEFORE making the booking, otherwise the booking may be cancelled at the owner's sole discretion.
- 4.4. Causing a nuisance or disturbance to neighbours or any unreasonable behaviour may result in the Owner requiring the Responsible Person or their guests to leave Kilbride Cottage.
- 4.5. **It is a condition of booking that all guests follow the current Scottish Government COVID-19 guidance during their stay, both while in the cottage and when out in the local area. This includes handwashing and respiratory hygiene advice, social distancing guidelines, limits on meeting people indoors and outdoors, wearing face masks in shops/public transport and Test and Protect procedures. Details of the current guidance will be available in the cottage, and on our website.**

5. CARE OF THE PROPERTY/DAMAGES & BREAKAGES

- 5.1. Smoking is not allowed in, or at the entrance to, Kilbride Cottage for reasons of fire safety and the comfort of other guests staying at the cottage.
- 5.2. You are responsible for the property and are expected to take all reasonable care of its furniture, pictures, fittings and effects, in or on the property. You must leave them in the same state of repair and in the same clean and tidy condition at the end of the rental period as at the beginning. You are legally bound to reimburse us for replacement, repair, or extra cleaning costs on demand. (We appreciate accidents will happen and won't charge you for breaking the odd glass or plate.) Please let us know immediately of any damages, mishaps, loss or breakages as soon as possible, so we can rectify this for you and future guests.
- 5.3. You undertake to leave the property secure if left unoccupied during the period of let.
- 5.4. You must not use the properties for any dangerous, offensive, noxious, noisy, immoral activities or carry on there any act that may be a nuisance or annoyance to the owner, other neighbouring properties, livestock or farming activities.

- 5.5. Candles should not be lit or used under any circumstances due to the high fire risk.
- 5.6. Fireworks are not permitted at our cottage under any circumstances due to danger of fire, and risk to livestock and horses.
- 5.7. You must review and refer to the housebook and other instruction manuals provided, to ensure you are aware of general safety issues including **local COVID-19 advice and laws**, fire safety, the safe operation of all appliances and how to use the wood burning stove.

6. CIRCUMSTANCES BEYOND THE CONTROL OF THE OWNER (FORCE MAJEURE)

- 6.1. If for any reason we have to cancel your booking in advance due to circumstances beyond our control for example fire, flood, exceptional weather conditions, epidemics, pandemics, destruction/damage to the property or other unforeseen circumstance (“force majeure”) you will be refunded the full amount of the booking (including any security deposit paid).
- 6.2. If we have to terminate your holiday early after check-in for the above reasons you will be refunded part of the booking fee based on the time remaining of the booking. This will be the full extent of the liability of the Owners. No additional compensation, expenses or costs will be payable.

7. LIABILITY

- 7.1. As far as the law allows, Kilbride Cottage, its employees and representatives shall not be liable to you or your party 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.
- 7.2. You indemnify Kilbride Cottage against loss, damage or injury sustained to the property or any persons as a result of any breach of these conditions or arising from the fault of you or any member of your party.

8. RIGHT OF ENTRY

- 8.1. We shall be allowed reasonable right of entry to the property at all reasonable times for purposes of inspection or to carry out any necessary repairs or maintenance.

9. NUMBER OF PERSONS USING THE PROPERTY

- 9.1. Under no circumstances may more than the maximum number of 4 persons, as detailed on the booking, occupy the property, unless by prior written consent of the Owners, in which case there will be an additional charge at the Owner’s discretion. We reserve the right to refuse admittance, or terminate the contract and require you to leave immediately (with no part of the booking fee refunded) if this condition is not observed.

10. ARRIVAL and DEPARTURE

- 10.1. You may access the property between 1500 (3pm) and 1800 (6pm) on the day of arrival. Later check-ins may possible to accommodate travel plans, strictly by prior arrangement. We will meet you at the cottage to welcome you and give you the keys, so you must let us know your approximate arrival time at least 24hours in advance. We do appreciate that this may change due to flight or other travel delays and ask that you keep us up to date of any delays en route.
While COVID terms apply we will follow social distancing guidelines during check-in.
- 10.2. Departure is by 10.00 on your final day (again, later departures are strictly by arrangement only). We need this time to ensure that the cottage is ready for your arrival after the previous guests. Saturday is our normal changeover day for week long bookings.

- 10.3. We reserve the right to charge a late departure penalty (£40) if you do not vacate the property by 10am. On departure, you are requested to leave the accommodation in a clean and tidy condition. This includes washing up, dishwasher can be left running, placing rubbish in bin liners and putting in outside wheelie bins, ensuring ovens are clean and free from grease. We reserve the right to make an appropriate charge for extra cleaning if the accommodation is not left in a satisfactory condition.
11. **AMENITIES** (See www.kilbridecottage.co.uk for full details)
- 11.1. **Bed Linen/Towels:** The price shown includes the provision of bed linen and towels for your stay.
- 11.2. **Internet Access:** Internet access is provided free of charge for guests' use in Kilbride Cottage. You agree to reasonable and lawful usage of this service. We cannot be held liable for any interruptions to the service.
- 11.3. **Television:** The cottage has a SMART television with digital freeview and internet access.
- 11.4. **Parking:** Your vehicles accessories and contents are left entirely at your own risk. We are not responsible for any loss or damage from or to any vehicle whatsoever other than in the case of negligence by us or our agents. Please park only in the designated parking space for the cottage leaving appropriate access for the neighbouring cottage. If you have more than one vehicle we will advise of additional parking arrangements (on the farm) when you arrive.
- 11.5. **Electricity:** Electricity costs are included in your rental charge, subject to reasonable use. The Owner reserves the right to withhold relevant amounts from the Housekeeping deposit for excessive electricity usage. Please use the electric central heating sensibly adjusting the timer if required to avoid heating an empty property when you are out. Make sure the lounge radiator is turned off if using the wood burning stove.
- 11.6. **Basic household materials:** A few dishwasher tablets, washing tablets/powder, handsoap, toilet roll, kitchen roll, cleaning **and anti-viral products** will be available at the start of your stay, but you may need to top these up during your stay.
- 11.7. **Logs:** 1 small basket of logs for the woodburner are included in the rental cost, whether used or not. Additional logs can be purchased from the owners at a cost of £5 per basket. Only properly seasoned logs can be used in the stove.
12. **ACCURACY OF DETAILS**
- 12.1. Information provided on our website and other media is kept as accurate as possible but cannot be warranted, nor do the descriptions form any contract. Whilst every effort is made to ensure accuracy of property descriptions and images, the facilities and services may alter. We reserve the right to alter or improve any of the subjects without notice.
13. **COMPLAINTS**
- 13.1. We make every effort to ensure that you have an enjoyable stay and hope you have no cause for complaint. We value your custom and hope that you enjoy your stay and want to return. However, if you have any problem or issue (however small) or cause for complaint, please let us know *immediately* to give us the chance to resolve it. We are on site, and will do our best to resolve any problem.
14. **GENERAL**
- 14.1. In the event that any individual term or clause stated in these Terms and Conditions of Let is not permissible by law, the remainder of the agreement shall remain valid.

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