

The Old Church, Portpatrick - Terms & Conditions

1. General Information

1.1. In these conditions, 'The Client' is the person who has made arrangements with the Owner as the principle contact or party leader and is named on The Old Church Booking Form and Confirmation. 'The Owner' is The Old Church, School Brae, Portpatrick, DG9 8LG.

2. The Reservation Process

2.1 Reservations can be made via our website www.theoldchurchportpatrick.com or by telephone. A provisional reservation can be held for 48 hours, after which it will be cancelled automatically if we have not received payment (in part or full).

2.2 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. A contract shall only arise when your booking is subsequently confirmed in writing via a letter of confirmation sent to you by email.

2.3 The Owner reserves the right to refuse a booking if it is deemed that the accommodation might not be suitable for the intended stay (Holiday).

2.4 A reservation is confirmed once we have received the following:-
A signed copy of the Terms & Conditions and a Booking Form. If the reservation has been made online then Terms & Conditions and the booking form have to be read and confirmed before the reservation request can be completed. Received either a deposit payment or full payment (whichever is applicable). Any payment made by the Client to the Owner in respect of a property is deemed to confirm acceptance of these Terms and Conditions.

2.5 As soon as your confirmation is received please check the details carefully, if anything is incorrect please inform us immediately. However, we regret we cannot accept liability if we are not notified of any inaccuracy in the documentation. If there is an error in the confirmation, we reserve the right to correct it as soon as we become aware of it.

2.6 Reservations made more than 56 days (8 weeks) prior to arrival require a deposit payment of 33% with the remainder of the balance due 56 days prior to

arrival. Reservations made less than 56 days prior to arrival require full payment. If the final balance payment is not received by the due date a late fee of £35.00 will automatically be added to the final balance total. If after 7 days the balance is still outstanding the booking will be treated as a Cancellation by the Client. (see cancellation policy).

2.7 We accept the following methods of payment:-

Bank Transfer

Cheque

3. Security Deposits

3.1 A security deposit will be taken on the property - this is £500 for The Old Church. The sum will be due two weeks prior to your arrival. At this point you will be issued with your direction sheets to the property and arrival instructions. Access to the property will be denied if we have not received this deposit.

3.2 A refundable security deposit is required to cover costs resulting from the action or inaction of the Client or a member of their party such as (but not limited to): the property being left in an unreasonable state, loss or non-return of keys, neglect or damage to the property, damage or loss of contents and/or, any extra or excessive cleaning costs required. (Please see points 7 and 9).

3.3 The Security Deposit will be refunded within 14 days of your departure from the property less any costs incurred.

3.4 In the event of damages attributed to the Client or a member of their party during their stay the Owner shall notify this to the Client as quickly as is reasonably possible together with any evidence provided by the Owner. The cost of any remedial action shall be deducted from the Security Deposit and the balance refunded to the Client.

3.5 In the event that the cost of rectification for losses or damage caused by the Client or a member of their party exceeds the Security Deposit held, the Owner shall notify the Client of any additional amount owing. The Client is advised that the property Owner reserves the right to pursue recovery of any

additional cost over and above the Security Deposit and for this reason adequate personal liability insurance is strongly recommended (See Insurance Requirements below).

3.6 In the event that the Owner is unable to contact the Client to advise of deductions from the Security Deposit, then the Owner will not be held accountable for any bank charges or other losses incurred by the Client resulting from those deductions from the Security Deposit. If the Owner is unable to contact the Client, refund of the balance of the Security Deposit cannot be guaranteed within 14 days.

4. Cancellations & Amendments to Bookings by Client

4.1 A booking can only be cancelled prior to the start date of the holiday. Cancellation requests must be received by the Owner in writing (email).

Cancellation Charges:-

4.2 The holiday deposit (33% of the total holiday cost): Where cancellation notice is received after the deposit has been paid and before the final balance is due, the Client is still liable to pay the final balance on the due date, unless, the Owner has successfully re-sold the holiday dates.

4.3 100% of the total holiday cost: Where cancellation notice is received after the balance is due and/or been paid then the Client shall be liable for the full cost of the booking.

4.4 Subject to application of an Administration Fee of £50 (Including VAT), wherever possible, the Owner will actively re-sell cancelled dates. If successful, subject to the limits above, we will return to you any monies paid less the difference between the cost of the cancelled booking and the replacement booking and the Booking Fee.

4.5 If the Owner is unable to sell any part of the cancelled period then all monies paid will be forfeit and for this reason we strongly advise clients to obtain their own holiday cancellation insurance.

4.6 The Owner shall not repay any monies due to the Client as the result of a booking cancelled by the Client until the whole of the cancelled period has been resold or the last day of that period is passed.

4.7 Requests to change confirmed booking dates must be made in writing to The Owner. We will make every effort to facilitate a booking amendment, however requests are subject to the consent of the property owner and may be declined. A £30.00 (Including VAT) Administration Fee will be charged to the Client for each amendment.

4.8 By agreeing these T&Cs the Client warrants that they will not sell or transfer the booking to another party.

4.9 Where the Owner charges extra for additional guests and / or accommodation or offers a rate structure that charges per person per night, refunds cannot be made after the final balance is paid should numbers in the party reduce in size.

5. Cancellations & Amendments to Booking by Owner

5.1 It is extremely unlikely that an Owner cancels a confirmed booking. If however, for reasons beyond the reasonable control of the Owner, the property is no longer available the Owner reserves the right to cancel a booking. In this event, the Owner will inform the Client as soon as possible. If the cancellation does not arise from reasons of Force Majeure (see below) all monies paid by the Client will be refunded.

6. Your Holiday

6.1 As outlined above, you will be sent by email, the instructions regarding your arrival at the property at the time the security deposit is due 2 weeks prior to arrival. PLEASE remember to take these instructions with you when you travel. In the event you do not make the necessary arrangements and omit to take the directions with you, the Owners are not responsible if you are unable to gain entry to the property on the day of arrival. If you fail to arrive at the property, for whatever reason and are unable to make contact with the owner and arrival has to be postponed to the following day, no refunds / partial refunds will be applicable.

6.2 Your confirmation will show the arrival and departure time agreed. This is normally 4 pm on the day of arrival and 10am on the day of departure. Under special circumstances an early arrival/late departure may be possible, by arrangement.

7. Use of Property & Your Responsibilities

7.1 Party Size - There are limits on the maximum number of guests that can be at a property and the number of guests at the property must not exceed those limits except with prior written agreement from the Owner. Admittance to the property may be refused or the Client may be asked to vacate the property immediately if this condition is not observed.

7.2 Clients may not invite additional guests to the property without first seeking authority from the Owner.

7.3 Party members are those detailed on the Booking Form completed by the Client. If the Client alters the party without prior request and/or if additional guests are given unauthorized access to the property, then any additional costs incurred will be deducted from the Security Deposit. The Owner reserves the right to refuse admission to the property or to ask the Client to vacate the property with immediate effect if the Client fails to adhere to this condition.

7.4 The property is to be used as holiday accommodation for you, or your organisation. They are not for use as the principal, additional home or residence of guests; you will not be entitled to a tenancy or an assured short hold or assured tenancy. No relationship of landlord and tenant is created and no statutory security of tenure exists now or when the period of occupation ends. If you or any member of your party fails to vacate at the end of the period you will be charged the appropriate accommodation charges for the continued period of occupation and this will be deducted from the Security Deposit. No persons other than the guests have the right to use the property.

7.5 Stag & Hen Parties

This property does not accept stag and hen parties. The Owner reserves the right to refuse admission to the property or to ask the Client to vacate the property with immediate effect if the Client fails to adhere to this condition.

7.6 Children

Children are most welcome, however please be advised that The Old Church is not "child-proofed" and has a number of features that will require children to be carefully monitored by their parents/carers, i.e. a double-sided fire, a spiral staircase, stairs, open kitchen.

7.7 Pets

Pets are not permitted in this property and this is clearly stated on our website. The Owner reserves the right to refuse admission to the property or to ask the Client to vacate the property with immediate effect if the Client is found to have brought a pet to this property.

8. Smoking

This property is non-smoking. Clients who fail to adhere to this condition may have some or all of their Security Deposit retained.

9. Equipment and Facilities within the Property

9.1 It is not acceptable to move furniture within the property. If items of furniture, such as beds, tables, sofas are found to have been moved and not put back in their rightful place a charge may be made against the security deposit.

9.2 The Client is legally obliged to take all reasonable and proper care of the property including buildings, fixtures, fittings, furniture, pictures and other effects in or around the property and shall leave them in the same state of repair and condition at the end of the rental period as found at the beginning.

9.3 In the event of any damage to property or equipment during the stay, the Client is required to notify the Owner as soon as reasonably practicable.

9.4 The Client shall leave the property in a clean and tidy condition: this includes cleaning all cutlery and crockery and placing all rubbish in appropriate waste or recycling bins. It is not acceptable to leave crockery and cutlery unwashed in sinks or dishwashers, an additional charge will be deducted from the security deposit.

9.5 Damage to Linen and Towels will be deducted from the Security Deposit, this includes stains caused by Fake Tan, Make-Up, Blood or any other substance that cannot be removed by regular washing.

9.6 Guests must not flush anything other than toilet paper down any w.c in the house. Nappies, Sanitary products, condoms, facial wipes, baby wipes etc could

cause a blockage and this will result in a deduction for a call out fee being taken from the Security Deposit.

9.7 Clients will not decorate walls or woodwork with banners, balloons or pictures, any marks caused by drawing pins, Sellotape or Blutac or any other products that require retouching by re-painting or partial re-painting will be deducted from the Security Deposit.

9.8 Failure of the Client to exercise reasonable care may result in deductions being made from the Security Deposit.

9.9 If on departure, the Owner is dissatisfied with the condition of the property they may refuse to take a booking from the Client again.

10. Guest Conduct

10.1 The Client agrees to respect their surroundings and not to disturb or otherwise annoy the occupants of neighbouring properties. The Client also agrees to adhere to any specific noise restrictions in place at the property. The Owner reserves the right to enter the property to investigate concerns relating to the care of the property or to disturbances. The Owner is within their rights to request that Clients vacate the property with immediate effect if it is found to be in a neglected or damaged condition.

10.2 In the event the Owner receives a complaint with regard to noise from a neighbour or from The Police, this may result in a charge being made against the Security Deposit.

11. Third Party Contractors

11.1 The Owner includes a number of suppliers (i.e. outside caterers) on www.theoldchurchportpatrick.com and can accept no liability for any goods or services provided by these suppliers. The Client should check that they agree to the suppliers' own terms and conditions before trading with them.

11.2 For any reason the property becomes unavailable for your stay, the Owner is not liable to refund costs paid out by the client to third party suppliers.

12. Problems or Complaints

12.1. The Client must report any pre-existing damage noticed upon arrival within 24 hours.

12.2. If any issues arise during the stay the Client must contact the property Owner as soon as reasonably practicable for the issue to be investigated and, if required, to take any remedial action. If an issue is not reported and the Owner is denied an opportunity to investigate or rectify a problem during the holiday, then the Client will have waived all rights in the matter.

12.3. If the Client feels that their complaint has not been resolved satisfactorily on completion of the holiday, The Owner requests that the verbal complaint is followed-up by writing to the Owner within seven days of departure from the property.

13 Facilities & Services

13.1 Interruption to services: We will make every effort to ensure that guests enjoy a peaceful stay, however we cannot guarantee or be held responsible for any failure or interruption of, services to any property, including electricity, water or any damage to telephone, sky or terrestrial TV, broadband, internet and other communications, including disruption or noise caused as a result of repair works being carried out in the immediate vicinity. Where we are made aware of such failure or interruption we will endeavour to rectify such services within a reasonable period of time.

13.2 While we will make every effort to ensure the service is available at all times, we are unable to guarantee any internet or broadband connection, also where a fault is deemed to be associated with the users' hardware or software no support will be available. We are not responsible for loss or damage to guests' computers or software at any apartment or while connected to a network service. Guests must not use the broadband connection at the property for illegal or immoral purposes and we reserve the right to pass on any records to the authorities if required.

14. Insurance

14.1 The Owner strongly recommends that Clients should obtain insurance that at least includes holiday cancellation cover for the value of their booking. Ideally the insurance policy will cover other eventualities such as travel and road conditions as the Owner shall not be liable for circumstances that may prevent you accessing the property (See Force Majeure, below). Clients are legally responsible for any damage caused during their stay at the property therefore we also strongly recommend that any insurance covers losses due to personal liability claims.

14.2 We are not responsible for the theft and/or damage of your personal belongings during your stay. Therefore you are advised to ensure you have appropriate insurances in place.

15. Pricing

15.1 The rates we advertise are to the best of our knowledge correct at the date of publication but we reserve the right to change any rates from time to time. Prior to the booking being confirmed rates quoted are based on the rates prevailing at the time but are subject to change. Once a booking has been confirmed we will not change the rate quoted unless you amend the booking.

15.2 All prices quoted at the point of enquiry are valid until midnight of the day on which they were given. Prices quoted for a provisional booking are valid for 48 hours from when the provisional reservation is made.

15.3. After the reservation period, where The Owner has not received a deposit, prices quoted may be subject to change.

15.4. Notwithstanding the above, the Owner reserves the right to amend prices quoted as a result of errors or omissions. Any changes resulting from an error or omission shall be notified to the Client as soon as possible and the Client shall be able to cancel the booking if the amended price is significantly higher than the original price quoted.

16. Liability

The Owner (for itself, its employees and agents) shall not, except if caused by our negligence or breach of these Booking Conditions, be under any liability to the Client or third parties for any accident, damage, loss, injury, expense or

inconvenience, which may be suffered, incurred or arise out of or in any way connected with the rental.

17. Privacy Policy

17.1 Any personal information supplied to the Owner is used, held or stored in accordance with the Data Protection Act 1998.

17.2 The Owner never provides Client information to anyone else without first obtaining consent, unless we are obliged by law to disclose it.

17.3 The Client agrees to not, under any circumstances, exploit for commercial purposes any photographic or moving images of the property.

18. Force Majeure

The Owner cannot accept any liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by circumstances amounting to force majeure. Force majeure is any event which the Owner could not, even with all due care and attention, avoid. Such events may include war or threat of war, civil strife, natural or nuclear disaster, industrial dispute, terrorist activity, fire, adverse weather conditions, unforeseen local building or road-works, unavoidable technical problems with transport, closure or congestion of airports or ports, cancellations or changes of schedule by scheduled airlines and all similar circumstances beyond our control.

19. Our Website

Reasonable care has been taken to ensure that the content of our website (and/or other means of promotion or advertising) is correct but it is subject to amendment at any time without notice. All content on our website (and/or other means of promotion or advertising) is published in good faith. Our website may link to other websites and we are not responsible for the data policies, content or security of these linked websites.

20. Breach of Contract

If any of the above conditions are breached by the Client or any member of their

party, the Owner reserves the right to enter the property and request that the party leave the property with immediate effect.

21. Law of Contract

This agreement is governed by Scottish law with Scottish Courts having exclusive jurisdiction.

Signed Client _____

Dated _____