

Standard Terms & Conditions

Definitions

"Castle" means [Craigston Castle, Turriff, AB53 5PX];

"Customer", "you", "your" means the individual who made the booking;

"Our Website" means our website at [www.craigston-castle.co.uk];

"Owner", "us", "we" means [W P Urquhart]; and

"Tenants", "you", "your" means or refer to everyone in your party.

Whereas you mean to rent from us the Castle, the following terms and conditions will apply to your rental:-

Booking

1. Whether you offer to rent from us via Our Website, third party Websites, during a phone call, or by letter, we will send you a booking summary by email to the address you provide. No contract shall be entered until we have received cleared funds for the amount of your deposit payment and we have confirmed your booking in writing by post or email.

2. By booking with us you are confirming that you are at least 18 years of age and authorised to make the booking on the basis of these Terms and Conditions by all Tenants.

3. You will be deemed to have confirmed that the details confirmed in our written confirmation of your booking are correct unless you tell us of any errors within 3 working days of your receipt.

Payment

4. You will pay a non-refundable deposit of 40 % of the full rent at the time of booking. If you are paying by cheque, you should make it payable to "William P Urquhart – Castle lettings"

5. You may bring up to 2 dog[s] with you, at a charge of £10 per dog per week. You must tell us at the time of booking of you intend to bring a dogs

6. You should pay the balance of the full rental not later than twelve weeks before the start of your holiday, or, if there is less than twelve weeks between the date of your booking and the start you must pay the full rent at the time of booking.

7. You can pay by cheque, (provided enough time is allowed for the cheque to clear before your holiday starts), electronic transfer or credit card. You must ask for bank account details or credit card payment details if you want to use those methods. Payment by credit card incurs a bank charge of 2% of the full rent which will be debited to your credit card.

8. If you do not make any payment by the due date then we will assume that you wish to cancel your booking and we will be entitled to keep all sums paid by you to date. We will normally send a reminder before we cancel your booking.

Condition

9. You must look after the Castle as though it were your own. We may ask for a security deposit of £500, which, if requested, must be paid before the start of your holiday. We will deduct the cost of any damaged or missing items or exceptional cleaning from the security deposit and return the remainder to you. We may also invoice the Customer for any replacements and additional costs incurred. You must leave the Castle in a clean and tidy condition as set out in the **information pack** referred to in condition 12

Limitation of Liability

10. You accept that our maximum liability to you on any grounds whatsoever is the amount you have paid us prior to such liability arising, save for personal injury or death caused through our negligence.

Check In / Check Out

11. You may check in any time after 4pm on the day your holiday starts (or earlier if prior arrangements have been made with us). You must check out any time before 10am on your last day. Please let us know your estimated time of arrival.

Information Pack

12. We will leave in the Castle an information pack of useful information about the Castle and the proper operation of the specific facilities and services provided. As some of our facilities (including the Castle's heating and waste disposal services) may not be familiar to you, you must read it on arrival and comply with the user conditions in it. Please ask us if you are unclear on how things work.

13. You must leave the Castle at the termination of the agreed period of hire.

Property Care and Visitor Obligations

14. You must procure that no-one smokes in the Castle other than designated areas. We will make a surcharge for cleaning fabrics if this condition is broken

15. You must not leave dogs unaccompanied in the Castle

16. The number of Tenants should not exceed that specified on your booking form.

17. You must tell us of any damage items you find immediately on arrival.

18. You will allow us to enter the Castle at any reasonable time (except in the case of emergency, when you must afford access forthwith) to inspect and repair the Castle and its contents

19. You acknowledge that the Castle is to be used for the purposes of a holiday let in terms of which Section 12(2) and paragraph 8 of Schedule 4 of the Housing (Scotland) Act 1988 apply. Your booking confers a right to occupy the accommodation for the agreed period only.

20. You shall not sub-let the Castle or any part thereof.

21. You will procure that the Tenants will not cause a nuisance or disturbance in or around the Castle. In the event of a breach of this condition we may require you to vacate the Castle forthwith on demand without payment of compensation to you.

Rural Clause

22. In the unlikely event of power cuts or problems with septic tanks, during your stay with us we will use our reasonable endeavours to procure their early resolution on receiving notice thereof. However, for the avoidance of doubt, you accept that as the extent of our liability.

Security

23. You must ensure that the Castle and your vehicles are left secure. We do not accept responsibility for stolen items.

24. You must ensure that your vehicles are parked so as not to obstruct roads, tracks or paths.

Services provided

25. We will provide: (a) Use of linen and towels; (b) Crockery, pots, pans, glasses and cutlery; (c) a reasonable quantity of appropriate fuel for cooking, heating, etc for your stay.

Force Majeure

26. Your booking is accepted on the understanding that the Castle will be put at your disposal on the date agreed with us. Should this not be possible due to circumstances beyond our reasonable control we will return to you the payments you have made in full and you will have no further claim against us.

Cancellation by the Customer

27. You may cancel your booking within seven working days of your receipt of our written confirmation referred to in condition 1. If you do so, we will return your deposit in full.

28. If you cancel thereafter, we will attempt to re-let the Castle, although we make no guarantee that we will be able to do so. If we are unable to re-let the Castle you shall remain liable for the full rent due. If we do re-let the Castle, we will only retain the deposit and we will repay to you any balance held by us. We do however advise you to take out your own holiday insurance cover to provide for this if you have to cancel.

29. You must intimate any cancellation to us in writing

Variation by the Owner

30. We will contact you by telephone, where reasonably possible, in the case of a significant change or cancellation, and by post/email, where they are minor, as soon as is reasonably practical, and explain what has happened, and inform you of any change or cancellation.

31. If we have to make a significant change (and the change is not acceptable to you) or if we have to cancel your booking you will receive a full refund. In the unlikely event that you fail to tell us as soon as reasonably possible that you wish to accept any change, we will be entitled to assume you wish to cancel your booking and receive a full refund.

Unfair Contract Terms Act 1977

32. In any case where any part of these terms and conditions is determined by any court to be unenforceable, the unenforceable provision shall not affect the validity of the remaining portion of these terms and conditions, which shall remain in force as if the unenforceable provision had been eliminated.

Disclaimer

33. We have taken every care to ensure that the accuracy of our website (www.craigston-castle.co.uk) and other publicity materials and all information is provided in good faith and is believed to be correct, but it does not form part of the contract between the Owner and the Customer.