

CRAIGSTON CASTLE – TERMS OF LET

Agreement between William P Urquhart and _____ for the use of Craigston castle (_____ people) on an exclusive, self-catering basis for _____ nights from _____ to _____ Month Year for the cost of GBP £ _____.

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];

"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 authorized 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 50 % of the full rent at the time of booking. Payments by bank transfer (electronic transfer) should be made out to: **WPU T/A Craigston Estate**, Clydesdale Bank, Thainstone Branch, Inverurie AB51 5WU, Scotland, the Sort Code is 82-66-00, and the account number: 60510049

IBAN: GB79CLYD82660060510049

BIC: CLYDGB21600.

5. You may bring up to two (2) dog[s] with you, at a charge of £10 per dog per day (unless otherwise agreed). You must tell us at the time of booking if you intend to bring 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. Payment by credit card is, as yet, not available but will incur a bank charge of 2% of the full rent when we are able to take these payments, and 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 (in cash) 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. The landlord reserves the right to make deductions from your deposit in cases of excessive cleaning costs being incurred. Should you wish to organize someone to clean for you please contact the managers at least two weeks in advance of arrival and preferably at time of booking and this can be arranged for a fee.

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 and before 8pm 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 unless prior arrangements have been made with us. When booking please let us know your estimated time of arrival. Upon, or before arrival, please call Elisabetta Calvi (01888551707 – English, Italian, and Spanish speaking) who will meet you at the property to complete the check in. **Please note that, at least a day before your arrival, you are required to confirm to us your estimated TIME of arrival. Please also note that if you are delayed, we would really appreciate it if you could also telephone to advise how long you estimate you will be delayed.**

12. When you arrive, we will provide a pack with 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. You will be provided instructions on how to operate the various appliances (kitchen cooker, Oven etc), WI-FI connection (password), satellite TV etc. A family member or close friend stays in an independent apartment on site and will be available at most times so please ask us if you are unclear on how things work. Upon arrival you will be shown around the Castle and advised which areas are not open for use.

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 nobody smokes in the Castle other than in designated areas. Please also do not light any candles. We will make a surcharge for cleaning fabrics if this condition is broken.

15. You must not leave dogs unaccompanied in the Castle and they should only be allowed on ground floor.

16. The number of Tenants should NOT exceed that specified on your booking email. Stag and hen groups are not allowed, and weddings and big parties are only accepted for serviced bookings and with prior written approval.

17. You must tell us of any damaged items you find immediately on arrival. **Non-compliance with this will result in immediate termination of the letting agreement with no refund.**

18. You will allow us to enter the all parts of 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.

22. Under no circumstances, unless an emergency, should outbound telephone calls be attempted from the castle's landline.

23. Under no circumstances should pay-per-view movies (etc) be ordered through the cable provider.

Rural Clause

24. In the unlikely event of power cuts or problems with water and septic tanks, during your stay with us we will use our reasonable endeavors 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

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

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

Services provided

27. 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

28. 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, such as Covid 19 legal restrictions, issued by any of the UK's governments, we may offer you the opportunity to transfer your booking to available alternative dates, a voucher for the full amount you have paid or a full refund for the amount you have paid, and you will have no further claim against us.

Cancellation by the Customer

29. You may cancel your booking within seven working days of your receipt of our written confirmation (and provided that there are at least 28 days before your reservation start date) referred to in condition 1. If you do so, we will return your deposit in full.

30. 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.

31. Covid19 cancellation policy. If you cannot go on holiday due to a legal restriction from any of the UK's governments, or your own country's government, then you will have the option to choose to transfer your dates to other dates (subject to availability), a voucher for the full amount you have paid or a full refund for the amount you have paid.

32. You must intimate any cancellation to us in writing.

Variation by the Owner

33. 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.

34. 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

35. 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

36. 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.

37. This agreement will be governed by and interpreted in accordance with the law of Scotland.

And finally

38. Thank you for booking with us and we hope you have a great stay! Should you have any problems whatsoever please do not hesitate to contact us info@craigston.co.uk, 0044 (0) 1888 551707) and we will do our best to help you.