



Holiday Cottages Melrose

Terms and Conditions

Within these Booking Terms , "you" and "your" means the person(s) arranging the booking form. However the terms and conditions and applicable to **all** persons residing in the premises. "We", "us" and "our" means Holiday Cottages Melrose and the "Property" means the particular property in respect of which a booking is made.

1. Booking contract

1.1 You (the person signing the booking form as party leader) agree to enter into a contract with us on the following terms and conditions. You must be aged 18 years or over when the booking is made.

1.2 The contract commences when we have issued the written booking confirmation. We reserve the right to refuse any booking.

2. Booking procedure

2.1 Please contact us before making a booking to obtain confirmation of availability. Subject to availability and at your request, a provisional reservation will be made.

2.2 There will be a booking deposit of £150 and this must be returned to us within 10 working days (unless alternative arrangements have been agreed). For payment methods please see 3.2 below.

2.3 Bookings taken within six weeks of arrival at the Property must be paid in full at the time of booking.

2.4 Once we have received your booking and the appropriate payments, we will issue a written confirmation. Please contact us immediately if any information which appears on the confirmation is incorrect or incomplete.

2.5 A reminder will be sent to you two weeks before the balance of payment is due. The balance of the rental cost and security deposit (see 4 below) must be paid six weeks prior to your arrival at the Property failing which we reserve the right to treat the booking as cancelled.

3. Prices and payment

3.1 Our quoted prices are per property for accommodation only. All prices include (where applicable) VAT, cleaning on departure, bed linen and towels, electricity, gas, water, fuel, central heating, pool heating and local taxes. Please note that cot linen are not included unless specified.

3.2 Payment may be made by cheque (sterling) or bank transfer. Post-dated cheques cannot be accepted. Any charges raised against us by your bank for handling dishonoured cheques, bank transfers or any other payments will be passed on to you and you will be liable to reimburse us in respect of such charges within seven days.

For cheques please make the cheque out to:-

Gattonside Mains Limited and mail to **Holiday Cottages Melrose, c/o Estate Office, Pavilion Farm, Melrose TD6 9BN**

For bank transfer the account details are below:-

Gattonside Mains Limited, Royal Bank of Scotland, Sort Code 83-25-12, Account 00150139

4. Damages to Property, fixtures, fittings and belongings

4.1 Should there be any damages, breakages or any additional / specialised cleaning required to the property or any of the fixtures, fittings and belongings, then we reserve the right to charge these costs for renewal, repair or cleaning to you.

4.2 The housekeeper or owner will inspect the Property after your departure and notify you of any damage, breakages or cleaning noted other than those matters already reported to us in accordance with clause 5.3 below or otherwise. Charges for damage to items up to the value of £50 are at the discretion of the owner. **Guests will be charged where the replacement cost or cost of repair totals £50 or more.**

5. Your responsibilities

5.1 You must arrive and depart within the check-in and check-out times stipulated for the Property, unless special arrangements have been agreed in advance. **Arrival time is 16:00 and departure time is 10:00** – this is to permit the cleaners sufficient time to have the property ready for the next guests

5.2 You must keep the Property and all furniture, fittings, facilities, equipment and grounds in the same state of repair and condition as at the commencement of the holiday and in the same state of cleanliness and general order in which they were found. We reserve the right to charge you for any additional cleaning required over the usual number of hours committed to departure cleaning. Mattresses are checked after every booking. In the event of a mattress being soiled, guests will be charged for a new mattress or sanitisation if the latter is viable. Waterproof mattress protectors are provided.

5.3 You must report to us promptly any breakages or damage and you will be responsible for payment of any breakages, loss or damage to the Property and/or its contents caused by you.

5.4 You are responsible for the correct and decent behaviour of your party. Should you or a member of your party abuse the Property or display dangerous, offensive or rude behaviour to our representatives or any third parties (e.g. neighbours) we reserve the right to require the person(s) concerned to leave the Property.

5.5 You are responsible for you and your party maintaining acceptable levels of noise at the Property and within the grounds and vicinity of the property particularly between the hours of 10.00pm and 8.00am. In the event of you or any member of your party breaching this responsibility, we reserve the right to ask you to vacate the Property and the contract will terminate immediately without refund or compensation.

5.6 You must not exceed the maximum number of people stated in the Property details to reside at the Property nor sublet the Property nor allow anyone to stay at the Property who is not included on the booking form. Please inform us of any changes to your party.

5.7 If you intend to organise a function (e.g. party or wedding) at the Property, you must seek prior permission from us. Additional charges and/or an increased security deposit may be sought at our discretion.

5.8 You are responsible for each party member's travel and health documentation (passports, driving licences, green card, motor insurance etc).

5.9 In the event of you breaching the responsibilities set out above, we reserve the right to ask you to vacate the Property and the contract will terminate immediately without refund or compensation save that you will remain liable for any costs or damages incurred by us as a result of your breaching these Booking Terms and Conditions and we reserve the right to deduct such costs and damages from the security deposit.

6. Our liability and that of the owner

6.1 We do not accept liability for any loss, damage or injury howsoever caused to you (or anyone in your party) or to your vehicles or personal property save where personal injury or death is caused by our negligence. Any valuables left at the Property are left at your own risk. It is essential and your responsibility to ensure that all doors, shutters and windows are closed and locked when leaving the Property or when in the grounds. We strongly advise that you take out adequate travel insurance (including liability for accidental damage to the Property, cancellation cover and medical and emergency expenses) prior to the commencement of your holiday.

6.2 **Children are to be monitored at all times and you should verify the suitability of children's equipment (such as high chairs or travel cots) which is provided as we cannot accept liability.**

6.3 **We are not responsible for noise or disturbance originating beyond the boundaries of the Property.**

6.4 We do not accept any liability for compensation where performance or prompt performance of our contractual obligations is prevented or affected by reasons outside of our reasonable control, including adverse weather conditions, acts of God, explosion, tempest, fire or accident, war or threat of war, civil disturbances, restrictions and regulations of any kind on the part of the government or local authorities, strikes, lock-outs, or other industrial action or dispute.

6.5 We do not accept responsibility for the failure of public services such as water, gas, electricity, plumbing or sewerage systems or unforeseen breakdown of domestic and mechanical equipment such as heating or plumbing systems, boilers and swimming pool filtration systems (but will endeavour to arrange prompt repair).

6.6 All bookings and other arrangements made by us on your behalf with third parties (e.g. catering services and baby-sitting) are subject to the terms and conditions imposed by these third parties. We do not take any commission for notifying you of such companies nor do we act as an agent on their behalf. We cannot accept responsibility for these services.

7. Access to the Property

We have a right to access the Property at any reasonable time during your stay to carry out essential maintenance. We will endeavour to give reasonable notice to you if practicable. Gardeners and maintenance staff may also enter the grounds during your stay but we will try as best as possible not to interfere with your privacy and enjoyment of the Property.

8. Complaints

8.1 In the event that a complaint arises whilst you are on in the property you should contact us promptly to allow us an opportunity to rectify the matter. Should the problem not be resolved to your reasonable satisfaction during your holiday, you should put your comments in writing within seven days of your return.

8.2 We cannot accept complaints unless this procedure is followed. Complaints received after your holiday will not be accepted if we have not had prior notification of them and been given the opportunity to part matters right.

9. Alterations or cancellation by you

9.1 If you request any changes to your booking we will endeavour to comply, but cannot guarantee to be able to do so.

9.2 Cancellation by you of your booking must be in writing. The effective date of cancellation is the date we **receive** written notification. Our cancellation charges are detailed in the table below.

Number of days before holiday start date that notification is received	Cancellation charge (as a percentage of the total cost of the holiday)
More than 56 days	Deposit
56 to 28 days	30%
Less than 28 days	75%
Less than 14 days	100%

9.3 If you cancel at any time we will endeavour to obtain a replacement client. If a replacement is obtained, we will refund all monies paid by you for the rental, less any difference between the total price you paid or would have paid for the rental and the price paid by the replacement client less any administration fees.

9.4 Where bookings have been made through third parties (e.g. for catering or transport services) you will be liable to the cancellation charges set out in their terms and conditions.

10. Alterations or cancellation by us

10.1 In the interest of continual improvement we reserve the right to make minor modifications to furniture, amenities and facilities without any prior notice.

10.2 In the unlikely event that the Property is not available on the date booked (owing for instance to essential major repairs, flood or fire damage), if requested and if available we will try to arrange alternative accommodation of a similar type, price, standard and location. A refund of all monies paid by you to us is alternatively available.

11. Pets

11.1 Pets, where accepted, must not be left alone in the Property at any time and you must not allow pets in the bedrooms or on furniture within the Property. You should remove all traces inside and outside the Property of pet occupation before final departure. You are liable for all damage caused by your pet whilst staying at the Property and this includes any additional cleaning.

11.2 We cannot be held responsible for the safety of your pet whilst staying at the Property.

11.3 As the properties are adjacent to fields and steadings where livestock is present (usually sheep and lambs) please note that any pets must be kept completely under control and any instances of livestock being worried or attacked will be reported to the owner of the livestock and the police.

11.2 We reserve the right to levy an additional charge for any extra cleaning required (above the usual number of hours committed to departure cleaning) after your occupancy with your pet.

12. Brochure and web site accuracy

The contents of our web site and brochures have been prepared in good faith. We will inform you of any significant changes at the time of booking or as soon after as possible if you have already booked, but shall not be liable for any minor or insignificant inaccuracy in descriptions and information. We do not accept responsibility for any changes or closures to local amenities or attractions mentioned in our brochures and on the web site.

13. Privacy policy

13.1 We make it our highest priority to ensure that your personal information provided to us is secure and confidential. We will not sell your personal information to third parties. We will only disclose any personal information when required to do so by any lawful authority or as required by law.

13.2 Some personal information may need to be passed to third parties where you have requested additional services, for instance chefs require dietary information.

13.3 We may use your data in the future to update you on our products. Please let us know if you would like your personal details to be removed from our database after your holiday.