

Booking Terms and Conditions

1. Introduction

1.1. We are Achindarroch Touring Park (“we”, “our”, “us”) of Achindarroch Touring Park, Duror, Argyll, PA38 4BS.

1.2. By booking with us, you confirm that you agree to comply with and accept these booking conditions and the following information which we will provide to you:

(i) the accommodation rental conditions (which means all information in any specific conditions or restrictions set out in the website description of Donald’s Peak view);

(ii) the sections of the website or other publication we tell you about; and

(iii) any other written information we brought to your attention prior to confirming your booking.

1.3. These Booking Conditions apply to bookings of **accommodation only**.

2. Your use of the booking

2.1. The accommodation that we advertise is offered for the sole purpose of holiday lettings and/or must never be occupied as your principal home, unless expressly agreed otherwise in writing by us. Accordingly, you agree and accept that you are not offered any rights to the accommodation other than the right to occupy the accommodation as holiday accommodation for the period of your booking. No booking of any kind is an ‘Assured Shorthold Tenancy’ or protected under the Protection from Eviction Act 1977, or any similar legislation that applies in Scotland.

2.2. Our booking services with you are available for your personal, non-commercial use only. You may not offer for resale any booking services without our express permission.

3. Website details

3.1. We aim to make sure that information provided by us about our accommodation and its facilities or services, is accurate and complete on the date given. Descriptions are intended to present a general idea of the accommodation and do not constitute any advice or recommendation by us.

3.2. Not all details of the relevant facilities can be included on our website. Furthermore, there may be small differences between the actual accommodation and its description. Occasionally, some facilities or services may not be available or may be restricted. If this happens, we will tell you as soon as reasonably practical after we become aware.

3.3. The Wi-Fi provision is subject to availability and network conditions. It may not be available 24 hours a day and is provided for pleasure, not for business purposes.

3.4. We cannot accept responsibility for any changes or closures to local services or attractions mentioned on our website.

4. Making your booking

4.1. As the person in charge of the party (“the party leader” or “you”), you must be at least 18 years old at the time of booking. By making the booking, you confirm that you are authorised to make the booking. It is your responsibility as the party leader to ensure that the other party members are aware of and agree to comply with these booking conditions where applicable.

4.2. You are responsible for making all payments to us.

4.3 You must ensure that all the information you provide us in connection with your booking is true, accurate, current and complete. If any of your details change, you must promptly update your details.

4.4. If you or any member of your party has any medical problem or disability that may affect your booking, please tell us before you confirm your booking and give us full details in writing as early as possible before you travel. If we are unable to make reasonable adjustments to meet that person's particular needs, we can refuse or cancel the reservation.

4.5. If you have any special requests, you must let us know when you make a booking and confirm them in writing. We cannot guarantee that any request will be met. Confirmation that we have noted a special request, or the fact it is shown on your written confirmation or any other document, is not confirmation that the request will be met. If we fail to meet any special request, it will not mean we or they have broken your contract.

4.6. If the accommodation is available and we have received all the relevant payments from you, we will give you written confirmation of your booking as soon as reasonably possible. This confirmation will show your booking details, the amount you have paid and the amount you still owe for the booking.

4.7. Your binding contract with us will begin when we issue you the written confirmation and you have made the appropriate payments to us.

4.8. If you pay the deposit, it does not mean we have accepted a booking unless we have issued you with written confirmation. Please do not make any other travel arrangements (such as flights) until we have issued you with a written confirmation.

4.9. If we offer the option of a provisional telephone booking, the accommodation will be released for general sale after the agreed time period unless you confirm the booking by making the appropriate payment.

4.10. We have the right to refuse any booking before we send you written confirmation. If we do this, we will tell you in writing and promptly refund any money you have paid to us. In this case we will not have any legal responsibility to you.

4.11. As soon as you receive your confirmation, you must check the details carefully. If anything is not correct, you should tell us immediately.

4.12. Even if we have sent a written confirmation, we have the right to cancel a booking where there are reasonable grounds to believe that (i) it is not legitimate; (ii) you are likely to breach these booking conditions; (iii) information supplied by you in relation to your booking is incorrect; or (iv) you have behaved in a vexatious, abusive or unlawful manner to us or to our staff. If we cancel your booking in these circumstances, we will tell you in writing and we will not have any legal or financial responsibility to you.

5. Payment

5.1. When you book, you must pay:

i) the deposit amount then due (see also clause 6 (Deposit));

ii) You must pay by debit or credit card and we only accept payment in pounds sterling.

5.2. We must receive the rest of the money owed no less than 10 weeks before the start of your stay. We will automatically collect the balance owed on the card that you used to pay the deposit, unless you settle the amount owed before that date or unless you tell us otherwise. If you book less than 10 weeks before the start of your stay, we must receive full payment of the total cost of your booking when you make the booking.

5.3. If you do not pay any payment due in relation to your booking by the appropriate date, we are entitled to assume that you want to cancel your booking. In this case, your booking will be cancelled immediately and the provisions of clause 10 (Full customer cancellations - basic) will apply. You may also need to pay additional charges.

5.4. There is no charge for debit or credit card payments. However, if your bank refuses to make your payment for any reason, we are entitled to make an administration charge of £35.

6. Deposit

- 6.1. For most bookings, we will ask you to pay a non-refundable deposit, to secure your booking.
- 6.2. The standard deposit is 25% of the accommodation rental price, but we may occasionally require you to pay more or less. You will be told what the deposit is prior to making the booking.

7. Pricing

- 7.1. We keep the prices charged under constant review and the prices of unsold accommodation may be increased or decreased at any time. We may also correct mistakes in the pricing of unsold accommodation at any time. We will confirm the price of your booking when you make it. As changes and mistakes can happen, you must check the price and all other details of your chosen accommodation at the time of booking.
- 7.2. All prices quoted or otherwise given to you include all charges and any taxes or government charges which may apply to your booking at the time it is made. Variations in the tax rate or government charges may result in variations of the sums due for your booking and you may be required to pay any additional taxes that arise after your booking has been confirmed.
- 7.3. All accommodation prices are for the accommodation as a whole and are not on a per person basis.

8. Changing your booking

- 8.1. If you want to change any detail of your confirmed booking, you must notify us by calling us as soon as possible and we will do our best to arrange the changes.
- 8.2. We cannot guarantee that we will be able to meet your request.
- 8.3. If we can facilitate your change, you will be asked to pay us an administration charge of £10 for each change in dates.
- 8.4. We may treat changes to your dates or accommodation as a cancellation of the original booking and if so, you will have to pay cancellation charges if you decide to go ahead with the change.

9. Full customer cancellations - basic

- 9.1. **This clause does not apply to any cancellations due to government public health measures for Covid-19, which is covered by clause 10 (Cancellations due to government public health measures for Covid-19).**
- 9.2. If you have to or want to cancel your booking after it has been confirmed, you must phone us on the number shown on your booking confirmation as soon as possible. The day we receive your notice by phone to cancel is the date on which we will cancel your booking.
- 9.3. You will have to pay a cancellation charge based on the number of days before the arrival date at the accommodation that we receive notice, as shown in the tables below. This means that if you have already paid the full balance of your total booking cost and then have to, or want to, cancel, you may receive a refund of part of the cost. However, if you have not yet paid your total booking cost by the time of your cancellation, you may have to make a further payment to cover the cancellation charge.
- 9.4. For the purpose of the tables below, total accommodation cost means accommodation rental price plus any extra items charged by us such as administration fees for making any changes.
- 9.5. The cancellation charges below have been calculated as a genuine pre-estimate of the losses incurred in the event you cancelled your booking within the stipulated time period.

9.6. Cancellation tables:

Number of days before the start date of your trip that we receive your notice to cancel (or on which you are deemed to have cancelled)	Cancellation charge (in addition to any booking fees, any insurance premiums or administration fees you owe or have already paid which are non-refundable)
More than 70 days	Full standard deposit
57 to 70 days	50% of total accommodation cost
43 to 56 days	60% of total accommodation cost
29 to 42 days	75% of total accommodation cost
8 to 28 days	90% of total accommodation cost
7 days or less	100% of total accommodation cost

10. Cancellations due to government public health measures for Covid-19

10.1. If you have to cancel your booking because UK government public health measures imposed as a result of the Covid- 19 pandemic mean it is unlawful to travel to or to make use of the accommodation you booked, you may choose to :

(i) transfer your booking to a later date free of any administration charges, subject to availability - you will have to pay any difference in price if the cost of the new booking is higher or be reimbursed the difference if the cost of the new booking is lower;

(ii) request a Credit Note with a redemption value equal to the amount previously paid by you for the booking (the voucher terms and conditions will be available to you before you make your choice under this clause) - you will have to pay any difference in price if the cost of the new booking is higher or be reimbursed the difference if the cost of the new booking is lower;

or

(iii) obtain a refund of the amount already paid by you for the booking, less any administrative costs which we incur in processing your refund.

10.2. You will have to contact us in order to access these options.

11. Part Cancellations

11.1. If any person(s) in your party needs to cancel, this will not affect the total cost of your booking.

11.2. No refunds are payable in the event that you cut short your stay.

12. Changes by us

12.1. We do not expect to have to make any changes to your booking. However, sometimes bookings have to be changed or mistakes have to be corrected. We have the right to do so.

12.2. If we do need to make changes, we will contact you by phone if reasonably possible in the case of a significant change or by email in the case of a minor change as soon as is reasonably practical. We will explain what has happened and let you know about the change. However, we will have no further liability to you.

13. Cancellations by us

13.1. If we cancel your booking or are prevented from providing the accommodation you have booked, you may choose to:

(i) request a voucher with a redemption value equal to the amount previously paid by you for the booking – the voucher terms and conditions will be available before you make your choice under this clause; or

(ii) obtain a refund of the amount already paid by you for the booking.

13.2. We will contact you to inform you of these options.

14. Events Beyond Our Control

14.1. Except where otherwise expressly stated in these Booking Conditions, we will not be liable or pay you compensation, if our contractual obligations to you are affected by "Events Beyond Our Control". For the purposes of these Booking

Conditions, Events Beyond Our Control means any event beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination (including epidemics, pandemics and the ongoing effects of the Covid -19 pandemic) or natural disasters such as floods, earthquakes or weather conditions which prevent you from travelling to the travel destination and/or make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the Owner's control.

15. Insurance

15.1. We recommend that you take out travel insurance to cover you for your total stay. Details of Personal Travel Insurance policies can be found on the internet.

15.2. You should ensure that you take your policy documentation with you on holiday.

15.3. It is your responsibility to make sure that any insurance cover you purchase is suitable for your needs

16. Your obligations in respect of the accommodation

16.1. We have set the following conditions on your stay at the accommodation:

(i) **Arrival and departure** - You can arrive at your accommodation at any time after 4pm (unless we tell you otherwise) on the start date of your rental period. You must leave by 10am on the last day (unless we tell you otherwise). If your arrival will be delayed beyond 9pm on the start date of your rental period, you must contact us as soon as possible. If you fail to do so, you may not be able to get into the accommodation. If you fail to arrive by 12 noon on the day after the start date of your rental period and you do not let us know that you are arriving late, we may treat your booking as having been cancelled by you. In this situation, you will not be refunded any money you have paid.

(ii) **Security deposits** – We require a security deposit of £100. This will be taken from the card details you supplied at the time of booking. No money will be taken unless there have any costs for breakages, damages, losses, extra cleaning required etc. Please ensure there is enough money in your chosen account to cover this.

(iii) **Behaviour** - You and all members of your party agree:

- a) to keep the accommodation clean and tidy;
- b) to leave the accommodation in a similar condition as you found it when you arrived;
- c) to behave in a way at all times while at the accommodation which does not break any law;
- d) not to use the accommodation for any illegal or commercial purpose;
- e) not to sublet the accommodation or any part thereof or otherwise allow anyone to stay in it who we have not previously accepted as a member of your party;
- f) not to behave in an anti-social manner, breach the peace or otherwise act in a way which may disrupt or affect the enjoyment of others.
- g) Adhere to all relevant information contained within Donald's Peak view Lodge conditions which is sent out with the booking confirmation.

(iv) **Maximum occupancy** - You must not allow more people than the website states to stay overnight in the accommodation. You cannot arrange for visitors to the accommodation without our advance consent. You must not hold events (such as parties, celebrations or meetings) at the accommodation without our advance consent. If you do any of these things, we can refuse to hand over the accommodation to you, or can repossess it. If we do this, we will treat this as you cancelling the booking. In these situations, you will not receive a refund of any

money you have paid for your booking and we will not be legally responsible to you as a result of this situation (for example, for any costs or expenses you have to pay due to not being able to stay in the accommodation, such as the cost of finding alternative accommodation). We are under no obligation to find any alternative accommodation for you.

(v) **Pets** - Pets are not allowed.

(vi) **No Smoking** – For the comfort of all our guests, we operate a strict no smoking or vaping in the lodge or on the Decking areas. If you are found to be smoking or vaping in the Lodge or on the Decking areas, you may be charged a £10 cleaning fee. This would be a serious breach of your contract with us which may lead to you being required to leave the accommodation. In this situation, you will not receive a refund of any money you have paid for your booking and we will not be legally responsible to you as a result of this situation (for example, for any costs or expenses you have to pay due to not being able to stay in the accommodation, such as the cost of finding alternative accommodation). We are under no obligation to find any alternative accommodation for you.

17. Damage

17.1. You are responsible for all guests staying at the accommodation and the things they do (and do not do) even if you do not stay at the accommodation during the booking period.

17.2. You are responsible for and agree to reimburse us all costs incurred us as a result of any breakage or damage in or to the accommodation which is caused by you or any members of your party or any other persons invited into the accommodation by you. We can ask for an extra payment from you to cover any such costs.

17.3. We expect the accommodation to be left in a reasonably clean and tidy state on departure. If, our opinion, additional cleaning is required, you will be liable to us for the cost of this cleaning.

17.4. In the unlikely event you discover that anything is missing or damaged on arrival please notify us immediately.

18. Right of Entry

18.1. We are allowed to enter the accommodation (without letting you know first if this is not practical or possible) if special circumstances or emergencies happen (for example if repairs need to be carried out) or if you break any of these booking conditions, our terms and conditions or any other terms that apply to your booking and/or the accommodation.

18.2. We are allowed to enter the accommodation to inspect it (including but not limited to where you have complained about the accommodation). If this happens, you will be given reasonable notice first.

18.3. You agree to allow us (including workmen) access to the accommodation as required by this clause.

19. Unreasonable behaviour

19.1. We can refuse to hand over the accommodation if the unreasonable behaviour of anyone in your party is likely to cause offence to other guests, members of staff or neighbours, or if we have reasonable cause to believe you or any member of your party will cause damage or loss to the accommodation, its services or facilities. If this happens, the contract between you and us will end and you will not receive any refund and neither we will have any further responsibility to you.

19.2. We can end a stay after the keys have been handed over, if the unreasonable behaviour of anyone in your party (including anyone invited into the accommodation by you) is likely to spoil the enjoyment, comfort or health of other guests, residents, neighbours or members of staff or where you or any member of your party (or anyone invited into the accommodation by you) has broken or is likely to break any of these booking conditions, Donald's Peak view terms and conditions or any other terms and conditions applicable to the accommodation which you have been told about. If this happens, you will have to leave the accommodation immediately and no refund will be given. You may also be responsible for any costs we incur as a result of your behaviour.

20. Complaints

21.1. You must tell us as soon as possible if you are dissatisfied. This means on arrival if you are immediately dissatisfied or during your stay as soon as you become dissatisfied. You must provide an immediate opportunity for us to put right anything that is wrong before the end of your stay.

21.2. If you feel that a problem has not been dealt with to your satisfaction, you must, within 28 days of returning from your stay, put your complaint in writing to us. If you fail to do so, this may affect your entitlement to claim compensation if this would be appropriate.

21.3. Nothing in this section will affect your legal rights or any right you may have to bring legal proceedings against us.

22. Changes to these terms

22.1. No amendment, variation or waiver of any of these booking conditions will be valid or have any effect unless accepted by us in writing.

23. Other terms

23.1. Any dispute, claim or other matter which may arise in relation to your booking will be governed by Scottish law and you agree that any dispute will be dealt with exclusively by the courts of Scotland.

23.2. If a court or regulatory agency with proper jurisdiction determines that a provision of these booking conditions or any contract to which they apply is invalid, void or unenforceable then that provision will be interpreted in a way to reflect as nearly as possible the original intentions of the parties that is valid under applicable law or regulation. If any provision is invalid, the rest of these booking conditions will remain effective to the full extent permissible by applicable law.

23.3. We may transfer our rights and obligations under these Booking Conditions to another person or organisation. We will contact you to let you know if this is planned. If you are unhappy with the transfer you may contact us to end the relevant contract within 14 days of us telling you about it and we will refund you any payments you have made in advance for services that have not been provided.