

## TERMS AND CONDITIONS

Please read these Terms & Conditions carefully as by booking a holiday rental of Barnyards (also referred to as 'the House') you are accepting them and entering into a binding contract with us, W. M. Clark & Son.

## COVID

It is a legal requirement for trace and protect, that all guests staying in the house are traceable. Please make sure the lead guest, whose details we have, has full contact details for other guests.

## CONTRACT

The contract for a short-term holiday rental shall be made between you and us. The Contract is only effective once the transaction has been approved via email or by telephone, the required payment has been received and written confirmation has been sent to you.

## PAYMENT

A non-returnable deposit of 25% of the rental is payable on booking. Provisional bookings are held for 5 working days only. The balance of the rental is payable six weeks prior to arrival. For bookings made less than six weeks in advance, the total amount is payable on booking. Cheques should be made payable to "Elma Clark" and sent to Chesterstone Farm, Upper Largo, Fife KY8 5QS. Alternatively, you can pay by direct transfer of funds. Please ask for details.

## CANCELLATION

Once the booking is confirmed we cannot accept cancellations. We can only make refunds if we can re-let the House for the period booked by you. We shall deduct an administration fee of 40% of the deposit paid, and any expenses incurred in re-letting from any refund. You should ensure that you have adequate holiday insurance cover.

In these uncertain times, it is reassuring to know that if you are unable to travel to take your holiday because of a Covid 19 related national or local lockdown we guarantee you will get a full refund. Please note that the refund guarantee applies only to the address given on the booking at the time of booking being put into a lockdown, and when the travel restriction coincides with the period of your holiday. The refund guarantee covers national and local lockdowns but does not cover you (or members of your party) for being unable to travel because you (or a member of your party) fall ill with Covid or are required to quarantine or self-isolate. These events can be covered by you taking out travel insurance. There are a number of policies that include cover for illness with Covid and self-isolation and a lot of bank annual travel policies also cover this.

## PERIOD OF HIRE

The House will be ready for you by 4 pm on the day of arrival and must be vacated not later than 10 am on the day of departure. Early arrival and later departure are by prior arrangement only.

Changeover days for weekly stays are normally on Saturdays. Changeover days for last minute short breaks are by arrangement at the time of booking.

We cannot be held responsible for properties not being ready for occupation should you arrive earlier than 4pm. Likewise, especially during high season periods, departure must be by 10am. Short break bookings can be more flexible and will be discussed on booking.

## NUMBER OF GUESTS PER PROPERTY

The number of persons occupying the property must not exceed the number of beds. The lead guest must be over 25 years old. As this is a working farm please be advised that young children will need supervised when outdoors.

## HOT TUB

You and your party are reminded that you are responsible for your own safety whilst using the hot tub. All reasonable care must be taken and all rules displayed on the gate and in the information pack must be obeyed. Failure to observe these rules may result in the tub being closed immediately for safety reasons. Every effort will be made to keep the hot tub open at all times however as it takes 24 hours to change the water it may not be available on the last evening of your stay.

## SMOKING POLICY

You are reminded that the houses are non-smoking. You must remove all traces of smoking from patios/gardens etc by the end of your occupancy.

### CARE OF PROPERTY

You are responsible for leaving the accommodation as you found it and in a clean condition.

Due to COVID, we are now asking that all beds are stripped, and all towels, robes and bedlinen are placed in the bags provided, before departure. At least one window in every room should be left open.

We do ask you to report accidental breakages to us immediately and, where deemed necessary, leave payment for replacement/repairs at the end of your stay. We aim to ensure that all properties are maintained to a high standard and as such we would ask that all faults or failure with any equipment should be reported immediately in order that steps can be taken to remedy the problem. We cannot be held liable for a breakdown of any facility which is beyond our reasonable control (e.g. breakdown or failure of any electrical equipment, facility or plumbing) or from your or your party's misuse of or negligence in using the equipment.

### PETS

Only guide dogs are accepted in this property.

### ITEMS INCLUDED

Our prices include the provision of quality bed linen, duvets, towels, electricity and central heating. We also provide dishwasher tablets, washing up liquid and all the basic cleaning items that you would require during your stay.

### REFUNDABLE SECURITY DEPOSIT (RDD)

A Damage Surety deposit of £150 from you is required along with payment for the booking. You agree to leave the House clean, tidy and undamaged. You agree to pay for all damage and/or breakages at replacement value. You agree to ensure that the House is locked securely at all times you leave it unoccupied and at the end of your stay. We shall return the Damage Surety to you within one week after you leave less the cost of any excess cleaning, refuse disposal, breakage, loss or damage to the Cottage or its contents or any neighbouring property.

### PERSONAL INJURY & LOSS OF CLIENT PROPERTY

You or members of your party cannot hold us responsible for injury sustained or the loss or damage to any belongings during your stay. We accept no liability for accident, injury, loss or damage sustained by any residents, their family, visitors, animals, vehicles or personal effects however caused.

### NUISANCE

We reserve the right to terminate your stay without any refund being due if you or members of your party or visitors cause a nuisance to the neighbours around the House or do not treat the House or the neighbouring properties with respect.

### ACCESS

We reserve the right to deny access to the House to any person or persons whom we consider, acting reasonably, to be unsuitable to take charge of the House. We reserve the right where necessary to enter the House during your stay. The contract between us is in terms of Schedule 4 Section 8 of the Housing (Scotland) Act 1988 and confers on you the right to occupy the House for the period agreed for holiday purposes only. You agree to vacate the House at the agreed time on the agreed day without prior notice or process of law.

### CIRCUMSTANCES BEYOND OUR CONTROL

If for any reason the House has been rendered unsuitable for holiday letting (e.g. water damage/fire damage) on the date booked, we will endeavour to offer an alternative date, or offer a refund of all monies paid by you. There shall be no further claim against us.

We are sure that you will have a very enjoyable break with us. Nevertheless, should you any have cause for complaint, please advise us immediately so we can try and resolve the problem, as it is difficult to investigate complaints of any nature once you have returned home. Regrettably, therefore, it is unlikely that complaints can be accepted and investigated at the end of the hiring period or after you have departed.

### LAW OF SCOTLAND

The contract between you and us will be governed by the Law of Scotland.