



BRUCEFIELD ESTATE BOOKING TERMS AND CONDITIONS

Booking and payment

1. To confirm your booking, we require a prepayment of fifty (50%) of the total booking cost and the remaining amount to be paid at least eight weeks (8) weeks before arrival. If you book within eight (8) weeks of arrival we require a prepayment of the full booking cost.
2. After you have made a booking using our online booking system please check your emails for receipt of a booking confirmation. If you have not received, please check your junk email folder and if you still have not received please contact us straight away to confirm your booking. When you receive your booking confirmation please check the details carefully: if anything is incorrect, you must tell us immediately.
3. Please make sure we receive your balance prepayment on time as we may book another guest when the timeline has passed. In this case, we will be entitled to keep all prepayments paid at that date. We will send a reminder to the email address provided in the booking beforehand.
4. You must be at least 18 years of age and accept responsibility of the booking terms and conditions on behalf of all members of your party.

Cancellations or rescheduling

5. Travel plans may change therefore we strongly recommend travel insurance to cover any changes in your circumstances.
6. If you wish to cancel or reschedule your booking confirmation, this must be received in writing eg by email and please note if this is received:
 - i) **more than 8 weeks before your arrival**, the first 50% prepayment is not refundable. However, you may reschedule your stay subject to our availability.
 - ii) **less than 8 weeks before your arrival**, and you have paid your second 50% prepayment, this second prepayment will be refunded to you only if we can relet the Accommodation to cover the cost of your original booking confirmation.

7. Please note that rescheduling may require you to pay a higher daily rate to that booked due to seasonal variation. No refunds will be given for rescheduling at a lower seasonal rate.
8. We are not responsible for delays outside our control. If our performance of the services is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any bookings you have paid for but not used.
9. If you wish to cancel because of something we have done or have told you we are going to do, as detailed below the contract between us will end immediately and subject to Clause 10 we will refund you in full for any services which have not been provided including refund of any prepayment. The reasons are:
 - a. we have told you about an upcoming material change to these terms which you do not agree to;
 - b. we have told you about an error in the price or description of the booking you have made, and you do not wish to proceed;
 - c. there is a risk that the ability to fulfil the booking may be significantly delayed because of events outside our control;
 - d. we have suspended bookings due to for example bad weather, dealing with technical problems, complying with Scottish Government or UK public health guidance, or
 - e. you have a legal right to end the contract because of something we have done wrong.
10. If you end the contract for any reason not listed in Clause 9 then the contract will end immediately but you will not be entitled to any refund or compensation except subject to Clause 6.

Arrival and Departure

11. Check-in to your holiday property is from 4.00pm on your day of arrival. Please check out no later than 10.00am on your day of departure otherwise extra costs may be incurred of £40/hour.

Late Arrival/No-show

12. If you will be arriving after 17:30 please let us know in advance by calling us on 01259 690013 so we can arrange for you to be let into your Accommodation. If we have not heard from you by midday the day following your due arrival day we will be entitled to consider that you have cancelled your stay with us. In this instance no refund of any prepayment will be provided and the Accommodation may be bookable by another guest.

Facilities

13. Each Accommodation comes with Guest Information which is provided to you prior to your arrival. It contains useful information on the Estate and the proper operation of the specific facilities and services provided in your Accommodation. As some of our facilities (including the fireplace and waste recycling) may not be familiar to all our guests it is essential that you familiarise yourself with how these function. It is a condition of our contract with you that

you respect the facilities provided and comply with the user conditions set out in the Guest Information.

Breakages and Cleaning

14. If you damage or break anything please let us know as soon as possible so we can repair or replace it quickly with the minimum inconvenience to you or subsequent guests. You will be liable for any damages or breakages including those that occur during your occupancy.
15. You agree to leave the Accommodation in a clean and tidy condition. Cleanliness is important to us and our guests. If you fail to do this, we reserve the right to make an additional charge to you to cover the extra cost of cleaning.

No smoking or use of candles or naked flames

16. Brucefield Estate is non-smoking and we kindly ask for all guests to use the designated smoking areas only which are provided with an ashtray outside each Accommodation. Ashtrays must be emptied into the provided ash bin. Any smoking in any property will result in a cleaning fee to professionally clean the Accommodation including soft furnishings to remove any trace of smoking.
17. The use of candles or naked flames is expressly prohibited.

Lost or Forgotten Property

18. If you leave any of your belongings behind please confirm exactly what item has been left and we will endeavour to post it to you subject to you paying the postage method, fee and handling cost of £25 per package.

Dogs

19. No pets apart from dogs are permitted. You're welcome to bring two small dogs or one large dog (average 40 kg/80lbs) for the payable dog fee. Please don't leave dogs unattended in the property and don't allow them on the furniture or in the bedrooms. The exception to leave dogs unattended in a property is to bring a cage that your pets are used to and to use that.
20. For the comfort of other guests we ask that you keep dogs on a lead and under control and they must not be left unattended at any time. If your dog is uncontrolled or barking incessantly in the view of Estate employees we may ask you to leave. In this instance no refund will be provided for the remainder of your stay.
21. We respectfully request that you clean up after your dog in order to keep the Estate clean and tidy as well as aiding grass cutting around the Accommodation. Extra time cleaning or removing dog hair from the property may incur an extra charge of £50/hr.
22. If you use the provided dog metal loop and/or leash at the Accommodation please maintain supervision of your dog and do not leave unattended. We cannot be held liable for any injury to the dog during the use of the provided metal loop and/or leash.

Conditions of Holiday Let

23. Under no circumstances may the number of people sleeping overnight in the property exceed the number shown in the booking. We reserve the right to refuse entry or revoke the booking if you do not observe this condition and no refund of any prepayment will be provided.
24. You must only use the property for holiday purposes and you may not sublet the property, or any part of the property, or any equipment from the property.
25. Any valuables left at the property are left at your own risk. It is your responsibility to ensure that all doors and windows are closed and locked when leaving the property or when in the grounds. You should 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.
26. The use of drones is not allowed without our express written permission. Fireworks are not allowed without our express written permission. Sky lanterns or naked flame lanterns are expressly forbidden as they are a fire hazard and can cause serious injury to livestock.
27. We have the right to enter the property at any reasonable time for the purpose of inspection, repairs etc except in cases of emergency where quick access is vital where we can enter the property at any time without giving you prior notice.
28. The contract effected when we confirm your booking relates to a holiday let only and is not an assured tenancy in terms of the Housing (Scotland) Act 1988 or a Private Residential Tenancy in terms of the Private Housing (Tenancies) (Scotland) Act 2016. This means you have the right to occupy the property for the period agreed for holiday purposes only.
29. We will do everything we reasonably can to honour our commitments to you, but you accept our maximum liability to you on any grounds whatsoever is limited to the amount you have paid us prior to the problem arising, save for personal injury or death caused through our negligence.

Data Privacy

30. Our data privacy policy is available on www.brucefieldestate.scot

Covid-19

31. It is up to you to monitor the rules and regulations that permit travel to Brucefield Estate from your permanent address. You are also responsible for following guidelines for the maximum number of people and households staying within the Accommodation. We will be unable to welcome bookings (even on arrival) where the current Scottish Government Guidelines are not met.
32. If there is a lockdown or travel restrictions in your area which mean that you are not permitted to travel to us, or if we are unable to provide the Accommodation we are unable to offer any refund of prepayment(s) but you are able to rebook your stay subject to our availability. Please note that changes of date may require you to pay a different daily rate to that booked due to seasonal variation.

33. If you are required in accordance with guidelines imposed by the Scottish Government to self-isolate at the property you will be responsible for the cost of any additional nights out with your booked period. Please ensure you have travel insurance to cover this eventuality.
34. You will not attend our premises if you are aware that you are experiencing any symptoms of any illness that may be contagious to others. If you arrive with symptoms of Covid-19 you will be refused entry.

Disclaimer

35. We have taken every care to ensure that the accuracy of property descriptions on our website (www.brucefieldestate.scot) and elsewhere eg www.coolstays.com is provided in good faith and is believed to be correct, however they do not form part of the contract between us and you.
36. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Rural Clause

37. Brucefield Estate is a tranquil place, and we ask your help us in keeping it that way. You agree to prevent any member of your party from causing a nuisance or disturbance in or around the Accommodation. In the event of such a problem arising, we reserve the right to require you to vacate the property on demand without payment of compensation to you.
38. Part of the charm of the countryside, with the beauty of our natural scenery and our distance from the bustle of the city, means that we have less security of supply of services that are taken for granted in cities. Thankfully, problems such as water supplies, power cuts or uncooperative septic tanks are few and far between. In the unlikely event of any such problems 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.

Dispute Resolution

39. We aim to resolve any disputes quickly and amicably – as we like lots of regular guests! However, if we can't resolve any disputes by agreement you may wish to contact the alternative dispute resolution provider we use. You can submit a complaint to Retail ADR via their Website at <http://www.retailadr.org.uk> As our Estate is in Scotland, you and we agree that the laws of Scotland will govern our terms and conditions.

We make every effort to ensure you have an enjoyable stay. However if you have any problem or cause for complaint it is essential you contact us immediately so we can try our utmost to resolve any issues.

You can contact us by writing to Estate Office, Brucefield Estate, Forestmill, Clackmannanshire, FK10 3QF or by email to info@brucefieldestate.scot. Our telephone number is 01259 690013. Our office hours are Monday to Friday 9:00 to 17:30.

We, us, our refers to Brucefield Estate

You, your refers to the person making the booking

Accommodation refers to the cottage or Schenbothy that is let out by Brucefield Estate.