

Poppy Cottage Self Catering Holiday Cottage

Home Farm, AB33 8NN Licence No: AS 01089F

Terms and Conditions

By paying a deposit you are confirming that you have read and agreed to these Terms and Conditions

In these Terms and Conditions, 'we', 'our', 'us' or 'owner', means the owner of the holiday cottage,

Poppy Cottage. 'Property' and 'accommodation' means the holiday cottage. 'Booking' means the rental period that has been booked.

'You', 'your', 'guest' or 'guests', means all people named on the booking form (including anyone who is added or replaced at a later date), or authorised to stay as agreed in advance with the owner.

1. Formation of Contract

The contract between you, the party leader (the lead name on the booking form) and the owner is only formed upon receipt of the deposit by the owner and the owner issuing a confirmation (by email or post), of the booking dates. This is regardless of whether the booking is made online, by email, post, or telephone. The contract binds you and all the members of your party, and it is your responsibility to ensure that all members of your party accept these Terms and Conditions.

This contract is between you, the party leader, and us only - key collection details will be given to you only, and you must arrive yourself to collect them. You cannot transfer this booking to any other person without our prior written approval.

The property is let to you for the purpose of a holiday only and you therefore accept that the letting is a holiday let to which paragraph 6 of schedule 1 of the Private Housing (Tenancies) (Scotland) Act 2016 applies, namely 'A tenancy cannot be a private residential tenancy if the purpose of it is to confer on the tenant the right to occupy the let property for a holiday'.

2. Your Booking

2.1 ALL GUESTS MUST BE ADULTS, AGED 18 YEARS PLUS. Guests arriving at the Cottage with children (anyone under 18 years) will be in breach of this condition and the booking will be terminated immediately and without refund.

2.2 Names and Addresses (including postcodes) of ALL guests in the booking must be provided at the time the booking is made. In addition, a contact number is required for you, the party leader, and at least one other member of the party.

2.3 The number of guests using the accommodation at any time must not exceed 2. Only those people we have agreed to and have details for can occupy the Cottage. We reserve the right to terminate the booking without notice and without refund in case of breach of this condition.

2.4 We do not accept stag or hen parties.

2.5 We do not accept people wishing to hunt, shoot or stalk.

2.6 Guests are not permitted to have visitors to the cottage during their stay, unless expressly agreed beforehand. This is for both insurance and fire risk assessment purposes.

2.7 The property is strictly no smoking inside and out, within the grounds. The property is classed as a business premises – it is illegal to smoke in business premises. Vaping outside only is acceptable. Guests breaching the no-smoking policy will be required to vacate the property immediately and lose part or all, of their security deposit to pay for additional cleaning, including that of all curtains and soft furnishings affected.

2.8 We do not allow candles in the property for fire safety reasons. Battery-operated tealights are provided for your use. Torches are provided for emergency use.

2.9 No fireworks are allowed at the property. The property sits within an estate and there are sheep and cattle around in addition to an abundance of wildlife and pets. It is also a high wildfire risk area, all year round.

2.10 BBQs of any kind, including disposable ones, are not allowed at the cottage, as the property is in a high wildfire risk area, throughout the whole year.

2.11 Guests are not permitted, under any circumstances, to hire hot tubs whilst staying at the property.

2.12 Bedding, towels, and soft furnishings such as throws, and cushions must not be taken out of the property.

2.13 Any bedding or towels ruined by fake tan or make up will be charged for.

2.14 Any breakages must be paid for, and **you must advise us as soon as possible** and before you leave. We completely understand that accidents happen. The accommodation will be inspected at 10am on the day of your departure when we do the changeover, and you may be charged for any loss or damage found.

2.15 Guests are not to cause an annoyance or nuisance, act illegally or antisocially or conduct themselves in any such way that damage is likely to be caused.

2.16 We reserve the right to refuse a booking without giving any reason. A booking may not be confirmed if it does not comply with our Terms and Conditions, or a guests' previous booking or holiday did not comply with our Terms and Conditions.

2.17 We reserve the right to enter the property at any time to undertake essential maintenance or for inspection purposes. Notice will be given where possible, unless in the event of an emergency, or if any guest is breaching the Terms and Conditions.

2.18 We reserve the right to terminate a holiday without compensation where the unreasonable behaviour of the person(s) named on the booking form may impair the enjoyment, comfort, or health of others.

2.19 We reserve the right to amend these Terms and Conditions.

3. Breach of Responsibilities

3.1 If you or any guest within your party breaches your responsibilities as stated in these Terms and Conditions, you may all be required to leave the property during the period of your booking without compensation or refund. We will not be legally responsible to you as a result of this situation. This includes, for example, any costs or expenses you must pay due to not being able to stay in the property, such as the cost of finding other accommodation. Neither would we be under any obligation to find you any alternative accommodation.

4. Our Obligations to You

4.1 We will maintain the property to a high standard.

4.2 We will ensure that the property is clean and tidy and in good condition at the start of your holiday period.

4.3 We will ensure that the property complies with all applicable laws and regulations during the holiday period.

4.4 We will respond to queries, complaints or problems which arise during the holiday period and do our best to resolve them.

4.5 We will deal with any complaints that arise after the holiday to the best of our ability, subject to them being made in writing and within 14 days of the end of the holiday as per our Complaints Policy (see section 17).

Disclaimer: Scottish Weather, Midges, Neighbouring properties

We cannot be held responsible in any way, for Scottish weather or midges. The Cottage is situated within a courtyard in the countryside. The area is quiet but there may be times when there is noise from a neighbouring property but this is very rare.

5. Access and Departure

5.1 Check-in Time: The accommodation will be available from 3.00pm onwards on the agreed arrival date. Please do not arrive before this time unless we have previously agreed an earlier arrival time.

5.2 Check-out Time: Departure must be by 10:00am for us to prepare and maintain the property to a high standard for the next guests. We cannot accommodate any later departure times.

5.3 Check -out Procedure – Please strip the bed and place bedding and used towels in the Utility room. All food items must be removed from cupboards, fridge and freezer and either taken with you or disposed of appropriately. Please empty all internal bins into the relevant outside wheelie bin. The Cottage must be left in a clean and tidy condition.

6. Key collection

6.1 Key collection is by arrangement with us, the owners. If we are not available there is a key safe by the front door and a code will be provided before your stay.

7. Payments

7.1 Deposit – a non-refundable deposit of 25% of the total amount of the holiday is required to secure a booking. For bookings made less than 6 weeks before the holiday start date, the full amount is payable together with a refundable security deposit (See 7.3 below).

7.2 Balance – the balance must be paid no later than 6 weeks before the commencement of your holiday. Bookings made less than 6 weeks before your arrival date must be accompanied by the full amount of the holiday charge plus the refundable security deposit. (See 7.3 below).

7.3 Returnable Security Deposit/Good Housekeeping Bond - a returnable deposit of £200 is required to be added to the final balance payment. This returnable security deposit reflects your agreement to leave the property and its contents in the condition in which you found it and to abide by other conditions as detailed in these Terms and Conditions. The deposit will be returned to you within 7 days of the end of your stay, subject to there being no claim on it.

7.4 Late payments – if you do not pay your balance and returnable security deposit within 6 weeks of the commencement date of the holiday, we reserve the right to cancel the booking and the deposit paid is forfeited by you.

7.5 Payment methods – We take payment by BACs only, and only once we have agreed to your booking and you have stated in writing (email), that you have read and agree to these Terms and Conditions. You will be issued with a receipt via email for all payments received. We are unable to take payments via international bank transfer or cheque.

7.6 VAT – we are not VAT registered.

8. Price

8.1 We reserve the right to increase or decrease the prices shown in price lists at any time, however, the price on the booking confirmation email will not be increased unless the booking is amended.

8.2 The price given to you includes all electricity and heating, bedding, and towels.

8.3 All prices are for the property and are not on a per-person basis.

9. Bedding

9.1 If you would prefer to use your own bedding, please let us know in advance so that we don't make up the bed and can store our own bedding appropriately).

10. Pets

10.1 Pets are not allowed at the property.

11. Damage to the Property

11.1 You must take good care of the property and all its contents and leave them in the same condition as they were upon your arrival. You will be liable for the cost of any damage, breakages, and losses and any additional cleaning or repair costs incurred due to your non-compliance with this condition.

11.2 All damage must be notified to us before your departure.

11.3 We reserve the right to deduct costs in part or in full, from any held returnable damage deposit, to cover any costs incurred in rectifying any damage caused by the deliberate, negligent, or reckless act to the property or its structure. If the damage comes to light after your departure, we reserve the right to send an invoice for the amount to the registered address. We will attempt to rectify any damage ourselves before contracting specialists to carry out the repairs and will make every effort to keep any costs incurred to you at a minimum.

12. Internet

12.1 Free Wi-Fi is available at the property, subject to technical availability. Whilst the internet connection in the area is usually very good, it is vulnerable to adverse weather or equipment failure, and we cannot be held responsible for broadband problems within the local area.

13. Parking

13.1 A designated parking space for 1 car is available on the driveway at the front of the property. Vehicles and their contents are left at the property entirely at the vehicle owner or driver's risk. We do not accept any responsibility for any loss or damage to vehicles or their contents.

14. Electric Vehicle (EV) Charging Policy

14.1 About this policy. This policy sets out how Electric Vehicles (EV) should be charged while out the Property and the responsibilities of EV owners in respect of safe charging.

14.2 Any reference to "Property" in this policy is a reference to the Property including any garden, grounds, outbuildings, garages or communal spaces.

14.3 This policy forms part of our contract with you. A breach of this policy will constitute a breach of the contract between us.

14.4 Who does this policy apply to? This policy applies to all guests staying. It is the responsibility of the party leader (the lead name on the booking details).

14.5 What is an Electric Vehicle? For the purpose of this policy an EV is any vehicle that uses electric motors either fully or partially to drive its wheels. It will derive some or all of its power from rechargeable batteries which require connection to the electricity grid (plug in). **This includes fully chargeable and plu-in hybrid cars, motorbikes, buggies, scooters, mopeds, bicycles, utility vehicles and tracked vehicles.**

14.6 Domestic chargers are not permitted at the Cottage. Most EVs are supplied with a domestic charger, commonly known as a “granny charger” or a “trickle charger”. These cables recharge the EV using a domestic power source via a 3-pin wall socket. Domestic chargers are not suitable for use at the Cottage and will create a fire hazard. **The use of domestic chargers is strictly forbidden.**

14.7 We do not have on-site charging facilities at the Cottage and you must make your own arrangements for EV charging. The closest charge point to the Cottage is

Alford Square (near the Grampian Transport Museum)
23 Tillyfour Court
1 Graham Terrace

If you are looking to charge up on the way here, other EV chargers are available with multiple ones in Westhill near the McDonalds restaurant.

15.Cancellations

We strongly advise that you purchase comprehensive travel insurance that covers you for any event should you need to cancel your holiday. We are happy to assist with any paperwork required should you need to do so. Remember that bad weather, accident, injury, illness, death, and any other number of circumstances could mean that you need to cancel your holiday.

Cancellation Policy – in summary:

Deposit (25% payable upon booking):

- Non refundable unless dates are resold by us.
- If dates are resold your deposit is returned less a £50 admin fee

Balance (due 6 weeks before start date of holiday):

- Non refundable unless dates are resold by us.
- If dates are resold for the full price you paid, all money paid, including the deposit, is returned less a £50 admin fee. If only part of the holiday is resold or it has to be discounted, any difference will be deducted from your refund as well as the £50 admin fee.

Returnable Security Deposit/Good Housekeeping Bond:

- This will be refunded in full regardless of when any cancellation occurs.

Holidays booked within 6 weeks of the start date (must be paid for in full at the time of the booking):

- Non refundable unless dates are resold by us.
- If dates are resold for the full price you paid, all money paid, including the deposit, is returned less a £50 admin fee. If only part of the holiday is resold or it has to be discounted, any difference will be deducted from your refund as well as the £50 admin fee.

Early Departure:

- No refunds are offered for early departure. We do not offer refunds for illness, including COVID – see below.

Full Cancellation Policy including Covid cancellations

15.1 If you need to cancel your holiday for any reason, you must notify us immediately in writing (email) and we will acknowledge in writing (email). We strongly advise that you take out comprehensive insurance to cover cancellation costs and your stay at the property.

15.2 If you cancel your holiday, you may forfeit your non-refundable deposit.

15.3 If you cancel your holiday within 6 weeks of the commencement date, we will use reasonable endeavours to resell your holiday, once you have notified us of the cancellation in writing (email). If we are successful, we will refund you all monies paid (or part if we are only able to resell part of the holiday period or must discount it to sell it), including your non-refundable deposit, less a £25 administration fee. If we are not able to resell any part of the holiday period, you will be liable to pay 100% of the total cost. Your returnable security deposit would of course be refunded.

15.4 We are happy to help with any paperwork required by your holiday insurance company to support your insurance claim.

15.5 Early Departure – We reiterate the need for you to take out holiday insurance as no refunds will be given for early departure.

15.6 COVID19 cancellations – In the event that you cannot take your holiday at Poppy Cottage due to COVID19 lockdowns, in either your or our area, you will be refunded 100% of monies paid to us. Should you contract Covid or be told to self-isolate we will refund your balance and refundable security deposit. If we can resell your holiday dates, we will also refund your deposit less an admin fee of £25. You may of course change your holiday dates subject to availability if you prefer in which case we would refund any difference if you choose a cheaper week and you would pay the additional extra should you choose a more expensive week. Please note that we will not refund for disinclination to travel.

Please do not come if you have covid or think you may have. We will work with you as per our Covid19 cancellation policy above.

Covid is now a known-risk and we highly recommended that you purchase a travel insurance policy that covers you for Covid cancellations.

16.Complaints

16.1 In the event of any problem during your stay, please inform us immediately so that we can rectify it. Please follow this procedure to help us help you.

16.2 We cannot accept any liability for any alternative accommodation costs, short-term equipment failure or problems beyond our reasonable control but will always endeavour to sort any problems as quickly as possible. Please be aware that in the Scottish Highlands it is usually not possible to get an engineer or professional service company out on the same day.

16.3 If you fail to inform us during your stay but feel that you have cause for complaint upon leaving, you must inform us in writing (email), within 14 days, detailing the complaint and how you feel it was unresolved. We will not consider any complaints where you have not complied with these Terms and Conditions.

17. Alterations and Amendments

17.1 We have made every effort to ensure that information on our social media sites is correct, however there may be small differences from photos, for example, if we have replaced bedding or soft furnishings. We try to keep our photos of the property as up to date as possible.

18.Unforeseen closure of Property

Should the property ever have a problem that means it cannot open, we have the right to close it accordingly. We will contact you by phone or email as soon as practically possible to explain what has happened and inform you of the cancellation. We would refund you all monies paid to us at that time, but no further compensation would be payable.

19.Events beyond our control

19.1 Unless otherwise stated in these Terms and Conditions, we will not be legally responsible either jointly or individually for any compensation if we are prevented from carrying out our responsibilities under this contract as a result of events beyond our control. This means that we could not, even with every care, expect or avoid, including:

- Labour disputes or strikes
- Acts of terrorism, war, riot, or civil commotion
- Breakdown of appliances, equipment, or machinery
- Loss of public utilities such as water, electricity, gas, oil, internet

- Insolvency or bankruptcy of the Owner
- Malicious damage or vandalism
- Keeping to any law or government order, rule, regulation, or direction
- Accident
- Weather, including fire, flood, storm, or snow
- Other circumstances affecting the supply of services
- Noise or disturbance from beyond the boundaries of the property
- Natural disaster
- Force Majeure and / or Pandemics

20.Lost Property

20.1 Please ensure you take everything with you upon departure. If you leave anything behind and wish us to return it urgently, a minimum of £10.00 will be charged to cover postage and packing and our petrol and time in travelling to the nearest Post Office, which is 2 miles away. (If you can wait until we are going anyway, there will be no charge other than the actual postage costs). Any extra costs will depend on weight, size, and delivery option of the item you require returning and will be subject to postal rates applicable at the time. We will inform you of the postal cost and you will be required to pay us before posting, which we will do upon receipt of the payment. We will not be held liable for any loss or damage to such property or failure of delivery by the postal services.

20.2 We reserve the right to dispose of any property left in the accommodation after 1 month of your departure.

21.Data Protection / Our Privacy Policy

21.1 By contacting us via social media or phone, you have provided us with personal data which we will use to fulfil your booking. By placing a booking, by any means, you are explicitly consenting to us holding this information to allow the fulfilment of the booking. This includes contacting you regarding arrangements relating to the booking prior to or after the rental period.

We comply with our data protection obligations under the EU law retained version of the General Data Protection Regulations (2016/679) and the UK Data Protection Act 2018. Our Privacy Policy is available upon request - please contact us if you would like to see it and we will happily email it to you.

22. Copyright and Intellectual Property

22.1 We are the owner or licensee of all intellectual property rights in our social media posts and published advertising and other documentation, including the copyright and any rights in the designs, layout, photographs, images, text, and content. They are protected by copyright, and you must not copy, change, reproduce, or translate anything within our social media posts or published advertising or other documentation without our consent. You are not permitted to license, sell, rent, lease, transfer, assign, distribute, exploit, or otherwise make our social media posts, published advertising or other documentation available to any third party such as by posting on your own social media accounts.

23. Liability

23.1 No indirect or consequential liability is accepted by us for any loss, damage, sickness, or injury, however caused, which may be sustained during the holiday to any guest in the party, or any vehicle, including its contents, or to any possession of any guest in the party. Your statutory rights are not affected by this clause. This doesn't exclude or limit liability for death or personal injury caused by our negligence.

23.2 Our liability under these Terms and Conditions is limited to twice the price paid for your holiday.

24. Final Provisions

24.1 Any written notice given by either you or us under these Terms and Conditions shall be in writing and sent to you at the email address used for your booking, and for us, is

Notices are deemed received at the time of transmission. This condition does not apply to the service of legal proceedings.

24.2 If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision, shall be deemed deleted. Any such modification or deletion shall not affect the validity and enforceability of the rest of these Terms and Conditions.

24.3 These Terms and Conditions do not give rise to any rights under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce any term of these Terms and Conditions.

24.4 The contract between us and you, all disputes, claims, or other matters arising out of, or in connection with your booking will be governed by Scottish Law. Place of jurisdiction is the domicile of the owner to the extent allowed by law.

Owner Details:

Sarah & David Baxter, Alderley House, Home Farm, Breda Estate, Alford, Aberdeenshire
AB33 8NN
07710 348493

Please ensure that all guests have read these. By paying a deposit you are confirming that you and all guests have read and accepted the terms and conditions.

The booking is for.....dates no of nights and no of folk

Check in is from 4.00pm on the day of arrival. If it's possible to gain access earlier in the day I will message/ring you that morning.

Departure is by 10.00am latest on leaving day.

Total cost of the holiday is £ _____ plus a returnable security deposit of £ _____

(please see Terms and Conditions)