

Booking Conditions

1. The Contract

- 1.1. The contract for a short term holiday rental will be between Torloisk Estate (referred to as “we”, “our”, “us”) and the person making the booking and all members of the holiday party (referred to “you” or “your”) in the following booking conditions.
- 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 your chosen accommodation);
 - (ii) any other written information we tell you about prior to confirming your booking.
- 1.3. When you book accommodation with us, you are entering directly into a legally binding contract with respect to renting the accommodation. The contract will not come into force until we have received the deposit and any other required payments, referred to in Clause 6 below.
- 1.4. As our properties are located in Scotland, you and we agree that the laws of Scotland will govern our contract with you (the “Contract”). If any individual term or clause stated in these booking conditions is held to be invalid, impermissible or unenforceable by law, the remaining terms shall be unaffected and shall remain valid.

2. Your use of the booking

- 2.1. The accommodation that we advertise is offered for the sole purpose of holiday rentals and 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 a Short Assured Tenancy within the meaning of the Housing (Scotland) Act 1998 or Private Residential Tenancy within the meaning of the Private Housing (Tenancies) (Scotland) Act 2016.
- 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 about the 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 may be included on the website. Furthermore, there may be small differences between the actual accommodation and its description.

- 3.3. Occasionally, some facilities or services may not be available or may be restricted. If this happens, we will tell you as soon as reasonably practicable after we become aware.
- 3.4. Where Wi-Fi is an advertised facility, its 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.
- 3.5. We cannot accept responsibility for any inaccurate, incomplete or misleading information about any accommodation or its facilities and services, unless this was caused by our negligence. If we become aware that such information is not true, we will promptly correct it.
- 3.6. 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 and one of the members staying at the accommodation. 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. Bookings will not be accepted from groups of persons under the age of 21 without the prior written consent of us.
- 4.3. You are responsible for making all payments to us.
- 4.4. 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.
- 4.5. 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.
- 4.6. If you have any special requests, they must be reasonable and 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 have broken your contract.
- 4.7. We have the right to refuse any 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 (iv) you have behaved in a vexatious, abusive or unlawful manner to us. 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.

5. Deposit

- 5.1. When you book, you must pay i) a non-refundable 25% deposit of the rental fee iii) any applicable booking fee; iv) any insurance premium if this is something you have purchased. You must pay by debit or credit card and we only accept payment in pounds sterling. 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.
- 5.2. Once you have paid a deposit through the online booking system you will then be sent a booking summary confirming your booking. This will show your booking details, the amount you have paid and the amount you still owe for the booking. You must check the details carefully and if anything is not correct, you should tell us immediately. On the booking summary there will also be a link to pay the remaining balance.
- 5.3. It is your responsibility to check your emails regularly and to let us know about any change to your email address. Please do not make any other travel arrangements (such as flights) until we have issued you with a written confirmation by email.
- 5.4. Most of our properties require payment of a security deposit and this will be held by us throughout the duration of your booking; in case any damage, breakages occur or items from the property are missing. In order for us to hold a security deposit, when you pay the non-refundable 25% deposit your bank account details will be securely saved within the online booking system. The security deposit will be taken no earlier than 3 days prior to arrival and will be shown as a pending transaction in your account. The amount will be released up to 3 days after departure subject to any necessary deductions (see clause 18).

6. Payment

- 6.1. We must receive the remaining balance payment no less than 8 weeks (56 days) before the start of your stay. If you book less than 8 weeks before the start of your stay, we must receive full payment of the total cost of your booking when you make the booking.
- 6.2. A balance payment reminder email with the link to pay will be sent 9 weeks (63 days) before your arrival.
- 6.3. No entry to our properties will be allowed without payment, in full, being cleared beforehand.
- 6.4. 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 9 (Full customer cancellations) will apply. You may also need to pay additional charges.
- 6.5. If you have booked an accommodation through a third party travel agent, please be aware that they may collect payment differently. Please check with the third party travel agent in advance of making a 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. We can pass on to you, in full, after we have confirmed your booking, all costs or charges which are connected with your booking, including any price increases due to changes in the exchange rates of currency.
- 7.4. All accommodation prices are for the accommodation as a whole and are not on a per person basis, except when an extra person charge applies.
- 7.5. We may charge a booking fee for the services we provide in administering your booking. Any booking fee will be stated on our website, and will be shown as a separate charge on your confirmation.

8. Changing your booking date

- 8.1. If you want to change the dates of your confirmed booking, you must notify us by email 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 £35 for each change in dates. You will also have to pay any costs incurred in facilitating this change for you, which, where relevant, will be charged at the current website price, which may be different from the price on the website from which you booked your chosen arrangements.
- 8.4. We may treat changes to your dates 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

- 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 email as soon as possible. The day we receive your notice by email 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 table 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. If the accommodation is re-let for the period they booked at the same price then the cancellation charge can be refunded to you. Any bank fees for international transfers, incurred by us as a result of issuing a refund, will be deducted from the refund amount due.
- 9.5. For the purpose of the table below, total accommodation cost means accommodation rental price plus any extra items charged such as charges for pets but not including insurance premiums, booking fees or administration fees charged by us for making any changes.
- 9.6. 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.
- 9.7. If you have already paid insurance premiums, booking fees, credit-card charges and administration fees, we will not refund these if you cancel, unless you cancel in line with clause 10 (Cancellations due to government public health measures for Covid-19).
- 9.8. If you have booked through a third party agent, the term 'total accommodation cost' in the tables below does not include any charges made by that agent or anyone else for booking fees, flights, other travel services or any other amounts not paid to us, and you may be liable to pay such charges in the event of cancellation in accordance with the cancellation policy of the third party agent or other supplier.
- 9.9. Cancellation table:

Your balance is due 8 weeks prior to the start date of your trip:

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 84 days	Full standard deposit
57 to 84 days	50% of total accommodation cost (including any balance of deposit due), whichever is greater
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 voucher 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; 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. In the unlikely event we need to cancel your booking or are prevented from providing the accommodation you have booked, you may choose to:

(i) accept alternative accommodation – you may be asked to pay any difference in price if the cost of the new accommodation is significantly higher or be reimbursed the difference if the cost of the new accommodation is lower;

(ii) 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

(iii) 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 control.

- 14.2. If for any reason beyond our control we are forced to cancel your booking (or bring it to an end early) due to an event beyond our control affecting us or our property we will refund you the full amount of your remaining lodging costs based on the time of your booking remaining. This will be the full extent of our liability and no additional compensation, expenses or costs (such as travel or replacement lodging costs) will be payable.

15. Insurance

- 15.1. We recommend that you take out travel insurance to cover you for your total stay. If available, details of Insurance policies are shown on our website.
- 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.
- 15.4. If you purchase insurance from us you will have to pay for this at the time you make your booking.

16. Your obligations in respect of the accommodation

- 16.1. These are the following conditions on your stay at the accommodation:
- (i) **Arrival and departure** - Unless agreed by us in writing, you should not arrive before 4pm on the start date of your rental period. You must leave by 10am on the last day. Failure to do so may result in you being charged for a further day's rental. If you fail to arrive by 12 noon on the day after the start date of your rental period and you do not inform us 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) **Behaviour** - You and all members of your party agree:
- a. to take care of the property including its furniture, fittings and effects and keep it 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.

- 16.2. **Maximum occupancy** - You must not allow more people than the website states to stay overnight in the accommodation, except with our express written permission in which case we shall be entitled to charge an additional fee. You cannot arrange for visitors to the accommodation without the advance consent from us. You must not hold events (such as parties, celebrations or meetings) at the accommodation without the advance consent of us. 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.
- 16.3. **Charging of electric vehicles** - charging of electric vehicles is not permitted at the accommodation, please find a local charging point to do this.
- 16.4. **Smoking** - all of our accommodations are no smoking (including e-cigarettes).
- 16.5. **Candles** - are not permitted in the accommodation unless in the event of being required in a power cut.
- 16.6. **Night Lanterns** - expressly forbidden as they are a fire hazard and can cause death or injury to local livestock.
- 16.7. **Fireworks** - the storage and/or use of fireworks are not permitted at the accommodation without our prior express written permission.
- 16.8. **Drones** - not allowed without our prior express written permission.

17. **Pets**

- 17.1. We only allow dogs and the maximum number in properties specified on the website and only when they have been booked in and paid for.
- 17.2. We recommend that any dog must have insurance which includes sufficient pet liability cover and you are wholly responsible for the supervision and behaviour of your pet at all times.
- 17.3. Dogs must be house-trained, kept under proper control and not allowed on the furniture, and especially the beds, nor left unattended in the property or the garden. Dog hairs are to be removed from carpets and all dog waste collected and disposed of. Dog owners will be held responsible for any damage caused to the property, contents or garden by their dog and for any extra cleaning required.
- 17.4. When out walking within the property grounds/estate, you must ensure that dogs are kept on a lead except where indicated. Dogs must not be allowed to disturb livestock, deer or game birds.
- 17.5. We reserve the right to seek details of any dogs in advance and to refuse permission for them to be brought to the accommodation for any reason, including if they are considered unsuitable in character, size or behaviour, bark continuously, or are liable to be a



nuisance or danger to us, our neighbours or other guests and to local wildlife and livestock.

- 17.6. Children must not be left alone with any animal.
- 17.7. Registered assistance dogs are allowed in most accommodations featured on our website, even if the accommodation description says that pets are not allowed.
- 17.8. If you or any member of the party has a pet allergy, we cannot guarantee that dogs, or other pets, have not stayed in your chosen accommodation, even if we do not allow pets, nor can we accept any responsibility for any subsequent health reaction. Sometimes, we may take our own pets to the accommodation. It is your responsibility to make specific enquiries before booking.

18. Damage, Breakages and Missing Items

- 18.1. You are responsible for all guests staying or visiting the accommodation and the things they may or may not do.
- 18.2. Any damage or breakages should be reported to us as soon as possible.
- 18.3. The costs incurred by us will be deducted from your security deposit, if one has been taken, and you will be informed of this by email. Any amount due in excess of the security deposit paid will be payable by you immediately on being notified by email.
- 18.4. We expect the accommodation to be left in a reasonably clean and tidy state on departure. If, in our opinion, additional cleaning is required, you will be liable to pay the cost of this cleaning. We will immediately inform you of this by email.
- 18.5. You may need to check and sign an inventory of the accommodation and its contents on arrival at the accommodation. If you discover that anything is missing or damaged on arrival please notify us immediately.
- 18.6. If you lose a key we will replace this and the cost will be deducted from your security deposit.

19. Right of Entry

- 19.1. 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 or any other terms that apply to your booking and/or the accommodation.
- 19.2. 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.
- 19.3. You agree to allow us or our representative (including workmen) access to the accommodation for maintenance of essential services as required by this clause.

20. Unreasonable behaviour

- 20.1. 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 we will not have any further responsibility to you.
- 20.2. We can end a stay after you have arrived, 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 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.
- 20.3. You may also be responsible for any costs we incur as a result of your behaviour.

21. Liability

- 21.1. We shall not be liable to you or your party for loss or damage to property howsoever arising. You must take all necessary steps to safeguard yourselves and your property.
- 21.2. We are not responsible for any accident or injury that occurs to any member of the party (including anyone invited into the accommodation by you) unless caused as a result of our negligence.
- 21.3. We do not exclude or limit what we will be legally responsible for if death or personal injury is caused as a result of our negligence or that of our employees whilst acting in their course of their employment, or for any criminal act we may commit.

22. Complaints

- 22.1. Every effort has been made to ensure you have an enjoyable stay. However, if you have any problem or complaint, contact us immediately to give us the chance to resolve it. Unfortunately, we cannot accept any legal responsibility if you do not let us know what is wrong.
- 22.2. We can not be held responsible for noise or disturbance which comes from beyond the boundaries of the accommodation or which is beyond our control. If we know about a problem before you arrive, we will contact you to let you know. We cannot be held responsible for the breakdown of mechanical equipment such as pumps or boilers, nor for the failure of public utilities such as water, gas and electricity.
- 22.3. You must tell us or our representative as soon as possible if you are dissatisfied with the accommodation. 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.
- 22.4. If you feel that a problem has not been dealt with to your satisfaction, you can seek help from Citizens Advice.
- 22.5. Nothing in this section will affect your legal rights or any right you may have to bring legal proceedings against us.

23. Privacy

- 23.1. By submitting your personal information to us, you agree to our use of the information in the ways set out in our Privacy Notice, including sharing your personal information with others for the purposes of the provision of the booking.
- 23.2. Please see our Privacy Notice on our website which explains how we will process your personal information.
- 23.3. We may, but do not always, record telephone calls between us for monitoring and training purposes. In the event of a dispute between us, we reserve the right to review any recorded calls between us.

24. Changes to these terms

- 24.1. No representative, agent or salesperson has the authority to vary, amend or waive any of these booking conditions. No amendment, variation or waiver of any of these booking conditions will be valid or have any effect unless accepted by us in writing.

25. Other terms

- 25.1. 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. 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.
- 25.2. 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 shall refund you any payments you have made in advance for services that have not been provided.
- 25.3. Torloisk Estate care of The Estate Office, Newby Hall, Ripon, North Yorkshire, HG4 5AE, with a company registration number 07312492. Our VAT registration number is 606823935.

26. Booking Conditions Update

- 26.1. These booking conditions were last updated 7th September 2023, minor typographical corrections 12th September