

Mayen Estate Standard Booking Terms and Conditions

These are the terms and conditions on which we supply our services to you. Please read these terms carefully before you make a booking with us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

You can contact us by telephoning our customer service team at 01466711100 or by writing to us at bethany@mayenestate.co.uk or Mayen Estate, Rothiemay, Huntly, Aberdeenshire, Scotland AB54 7NL.

If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

Definitions

“Cottage” refers to the property you rent, or any other property let out by the Owner;

“Customer”, “you” and “your” shall mean or refer to the individual who made the booking;

“Owner”, “us”, “we” shall mean Mr A and Mrs V Cheyne of Mayen House, trading as Mayen Cottages.

“services” includes all services offered by the Owner, including but not limited to accommodation and any and all activities detailed on the Owner’s Website that are made available for booking by the Customer, such as salmon fishing, pheasant shooting, hunting, venue hire and more.

“Website” shall mean our website at www.mayenestate.com;

Please note, when we use the words “writing” or “written” in these terms, this includes emails.

Contract and Booking

1. You may request a booking either via our online reservation system, or by contacting us directly by other means available including but not limited to by telephone or by email. If you submit your booking via our online reservation system, you will receive a booking summary by email to the address you provide in the booking form. This does not form a contract between us. A contract shall arise only when your deposit payment, and any other payment due to us in accordance with Clause 8 has cleared, and your booking is subsequently confirmed by us to you in writing by a letter of confirmation, which shall be sent to you by post or by email.
2. If we are unable to accept your request to make a booking, we will inform you of this in writing and will not charge you for the booking requested. This might be because of lack of availability, because of unexpected limits on our resources which we could not reasonably plan for, or because we have identified an error in the price or description of the services.
3. We will assign a booking reference number to your booking and tell you what it is when we accept your booking. It will help us if you can tell us the booking reference whenever you contact us about your booking.
4. You must be at least 18 years of age and authorised to make the booking on the basis of these terms by all other members of the party. By making this booking, you confirm that you are so authorised and that you have agreed to the terms herein.
5. When you receive your confirmation, you should check the details carefully. If anything is incorrect, you must tell us immediately. We cannot be held liable for any mistakes that arise from you providing the wrong booking details.

Payment and Deposits

6. You will make payment to us in accordance with the information on price and payment of the services provided to you. Such information may be made available to you either via our Website or may be provided to you by us via other means, including but not limited to, by telephone or by email correspondence or by a quotation issued to you by us. For some of our services offered, this may include a deposit payment.
7. If a deposit payment is required, we require an initial deposit of fifty percent (50%) of the total sum payable for the services, unless otherwise agreed, to secure your booking. This deposit is non-refundable after twenty four (24) hours from the date of booking. Payment of the deposit shall be made at the time of booking.
8. The total balance payment of your booking, as well as any security deposit that may be applicable as detailed in Clause 47 below, should be paid in full at

least two weeks before commencement or, if there is less than two weeks until the commencement of the services booked, it shall be paid in full at the time of booking. Payments can be made by electronic transfer or via Paypal or through our online reservation system, in which case bookings should be paid via credit card payment. In circumstances where you do not use our online reservation system to request a booking, we can provide bank account details for an electronic transfer or credit card payment to you on request.

9. Please make sure we receive your payment on time. If any payment due in relation to your booking is not paid by the appropriate date as specified during the booking process then we are entitled to assume that you wish to cancel your booking, and we may re-book as soon as the due date for payment has passed. In this case, we will be entitled to keep all deposits paid at that date. We will normally send out a reminder to you before your booking is cancelled.

Details on our Website

10. We will take all reasonable care to ensure that all details, descriptions, and prices of items appearing on the Website are correct at the time when the relevant information was entered onto the system. Although we aim to keep the Website as up to date as possible, the information appearing on the Website at any time may not always reflect the position exactly at the moment you place an order.

11. We may update and change our Website from time to time to reflect changes to our services, our users' needs and our business priorities.

12. We do not guarantee that our site, or any content on it, will always be available or uninterrupted. We may suspend, withdraw, or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

Your rights to make changes

13. If you wish to make a change to your booking, please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the booking, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see Clause 27 – Your rights to end the contract).

Our rights to make changes

14. We do not expect to have to make any changes to your booking, but occasionally problems may occur, and bookings have to be changed or cancelled.

15. Minor changes to the services. We may change the services: to reflect changes in relevant laws and regulatory requirements. to implement minor technical adjustments and improvements, for example to address a security threat. If this does happen, we will contact you to notify you via by post or by email.

16. In addition, we may make more significant changes to these terms or the services, but if we do so we will notify you (by telephone where reasonably possible) as soon as reasonably practicable and you may then contact us to end the contract before the changes take effect and receive a refund for any services paid for but not received. Alternatively, in the case of a booking for accommodation, we will, if possible and as soon as reasonably practicable, offer you an alternative property (from the range advertised by us) of similar type and standard in a similar location for the same or similar time of year. If you accept this alternative property, you will not be required to pay any more than the price you paid for the original property. If the alternative property is advertised at a lower price you only need to pay the lower price. If the booking is for any other service provided, we will, if possible and as soon as reasonably practicable, offer you an alternative date for the services. If you accept this alternative date, you will not be required to pay any more than the price you paid for the original booking made. In the unlikely event that you fail to tell us as soon as reasonably possible that you wish to accept any change or alternative property or dates for services offered, we are entitled to assume you wish to cancel your booking and you will receive a full refund of all monies paid to us in connection with the relevant booking.

Providing the services

17. We provide the services to you in accordance with the dates and times set out in our letter confirming your booking made.

18. 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.

19. We may need certain information from you so that we can supply the services to you, for example, your contact information or payment information. If so, this will have been stated within the booking process. If you do not give us this information required, or if you give us incomplete or incorrect information, we may end the contract. We will not be responsible for providing services late or not supplying any part of them if this is caused by you not giving us the information when requested.

20. We may have to suspend the services to:

- deal with technical problems or make minor technical changes;
- update the services or our health and safety measures to reflect changes in

relevant laws and regulatory requirements;

- due to bad weather conditions;

- due to specific conditions that may affect the particular services booked (e.g. avian flu);

- in accordance with any guidance issued by the UK or Scottish Government; or make changes to the services as requested by you or notified by us to you (see Clause 13).

21. We will contact you in advance to tell you we will be suspending the services unless the problem is urgent or an emergency. If we have to suspend the services, we will adjust the price so that you do not pay for services while they are suspended, if applicable. You may contact us to end the contract for a service if we suspend it, or tell you we are going to suspend and we will refund any sums you have paid in advance for the services in respect of the period after you end the contract.

Your obligations

22. You will comply with instructions provided to you by our staff during your use of the services.

23. You will comply with the guidance and/or any codes of conduct information as made available to you either via our Website or issued to you by us as is relevant to the particular services that you have booked.

24. In respect of any services booked, you will arrive at the time designated within your booking and acknowledge that the services are only available to you for the timeframe described within the booking confirmation issued by us to you.

25. We take the health and safety of all our visitors very seriously. Therefore, when visiting the estate, we ask that our visitors ensure the following:

Access to the premises must be taken by the clearly identifiable paths and tracks provided.

You will queue for entrance to the premises on marked out points, where indicated.

You will not stray from the clearly identified paths and areas of mown grass. If one-way systems are in place, you will follow directions regarding where and how you can walk around the premises, and will comply with any controls over how and where you can stop and linger in the premises.

You will comply with all notices.

You are responsible for ensuring that you wear footwear suitable for the services that you have booked and that you are fit enough to undertake services booked that involve greater physical activity.

You are responsible for adhering to government guidance on social distancing and if required in line with government guidance, to wear the government guidance prescribed protective equipment, including face masks.

You will not attend our premises if you are aware that you are experiencing any

symptoms of illness that may be contagious to others. In particular, please see the section of our Website regarding the coronavirus disease (Covid-19 Statement). If any Customer, upon arriving at the premises, appears to be displaying such symptoms, they will be refused entry.

26. Any Customer that, in the reasonable opinion of our staff members, fails to comply with their visitor obligations under these terms, may be asked to leave the premises immediately. Your rights to end the contract Ending the contract because of something we have done or are going to do.

27. If you are ending a contract because of something we have done or have told you we are going to do, as detailed in the list below in this Clause 27, the contract will end immediately and we will refund you in full for any services which have not been provided to you and you may also be entitled to compensation.

The reasons are:

- we have told you about an upcoming material change to these terms which you do not agree to;
- 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;
- there is a risk that the ability to fulfil the booking may be significantly delayed because of events outside our control;
- we have suspended bookings due to any of the reasons set out in Clause 20; or
- you have a legal right to end the contract because of something we have done wrong.

28. If you end the contract for a reason not listed in Clause 27 above, then the contract will end immediately but you will not be entitled to any refund or compensation.

29. Notwithstanding Clause 27 above, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you request to end the contract. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

30. There are no additional cancellation rights.

31. If you wish to exercise your legal rights to reject the services purchased please contact us.

Our rights to end the contract

32. We may end the contract for services booked at any time by writing to you if:

- you do not make any payment to us when it is due;
- you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services, for example, contact information;
- we are unable to provide access to our premises for your scheduled booking

due to the reasons set out in Clause 20; or

- other circumstances that we may deem commercially appropriate.

33. If we end the contract in the situations set out in Clause 20 or due to circumstances that we may deem commercially appropriate we will refund any money you have paid in advance for the services we have not provided to you.

34. If we end the contract because of you breaking the contract, we may deduct or charge you reasonable compensation for the costs we will incur as a result of your breaking the contract. If there is any problem with the services If you have any questions or complaints about the product, please contact us.

35. Alternatively, please speak to one of our members of staff at the premises.

If there is a problem with the services

36. If you have any questions or complaints about the product, please contact us via email, mail or phone. Alternatively, please speak to one of our members of staff at the premises.

Liability

37. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the booking process.

38. Under no circumstances will our liability exceed the amount paid for the services (save for personal injury or death caused by our negligence).

Personal Data

39. We will only use your personal information as set out in our Privacy Policy.

Transfers

40. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within five (5) working days of us telling you about it and we will refund you any payments you have made in advance for services not provided.

41. Unless we have granted permission to you, you cannot sell or otherwise

transfer your booking purchased for profit or commercial gain.

42. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

Disclaimer

43. We have taken every care to ensure that the accuracy of property descriptions on our Website and in our brochure and all information is provided in good faith and is believed to be correct. Other than the guidance/codes of conduct described in Clause 23 above applicable to the specific services booked, this information does not form part of the contract between us and you.

Severability

44. 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. Delay in enforcing this contract

Delay in enforcing this contract

45. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the services, we can still require you to make the payment at a later date.

Governing Law and Jurisdiction

46. These terms are governed by Scots law and you can bring legal proceedings in respect of the services in the Scottish courts. Additional terms applicable to bookings for accommodation services only.

Security deposits

47. A condition of staying with us is that you look after the holiday home as though it were your own. We reserve the right to request a security deposit, which if requested must be paid prior to your use of the Cottage, in accordance with Clause 8 above. The amount payable for the security deposit may vary, depending on the property that you have booked. The cost of any damaged or missing items or exceptional cleaning will be deducted from this security deposit and the remainder returned to you following the end of your stay. We reserve the right to invoice the person booking the holiday for any replacements and/or additional costs incurred by us in connection with your booking.

Rent Includes

48. The rent you pay covers the following:

- Use of linen and towels provided at no extra charge;
- Crockery, pots, pans, glasses and cutlery;
- A reasonable quantity of appropriate fuel for cooking, heating, etc for your stay. Such provision will depend on the Cottage you choose (some are supplied with electric heating, oil fuel heating and/or wood burning stoves). The Cottage Handbook will give you further details on the correct use of the Cottage's services.

49. Not used.

Check In / Check Out

50. You may check in any time after 4pm on your day of arrival (or earlier if prior arrangements have been made with us). Check out is any time before 10am on the last day of your booking. We ask that you please let us know your estimated time of arrival.

Cottage Handbook

51. Each property comes with an information pack. It contains useful information on the Estate and the proper operation of the specific facilities and services provided in your Cottage. As some of our facilities (including the Cottage's heating and waste disposal services) may not be familiar to all our guests it is essential that you familiarise yourself with the Cottage Handbook on arrival. 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 Cottage Handbook.

Property Care and Visitor Obligations

52. There is strictly no smoking or vaping within the Cottage. A surcharge will be made for cleaning fabrics on evidence of smoking in the Cottage.

53. Depending on which Cottage you are staying in, you are allowed to bring up to two dogs with you. Please consult our Website to confirm which Cottages accommodate dogs. Dogs must not be left unsupervised in the Cottages at any time. No other pets are permitted. You must comply with the rules set out in the Cottage Handbook regarding dog behaviour.

54. The number of guests at any time is restricted to the number of guests indicated on the booking form and restricted under current Scottish Government Covid-19 guidelines and regulations (always subject to the maximum number of guests for your Cottage stipulated on our Website).

55. In the unlikely event that you discover any damaged items on arrival, you agree to inform us immediately (so that you will not be held liable and for us to arrange a repair / replacement as soon as possible).

56. 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, in which case we are entitled to enter the Cottage at any time without giving you prior notice.

57. During your stay, you are responsible for the contents of the property and we will pass on the cost of any damages/breakages to you (beyond reasonable wear and tear).

58. You agree to leave the Cottage in a clean and tidy condition. Cleanliness is important to us and to our guests. In the aforementioned Cottage Handbook, you will find a note of the standard professional cleaning time required for your Cottage. If additional time and materials are required (out with additional cleaning hours due to Covid-19) following your departure they will be invoiced to you at cost.

59. You agree that the Cottages let by us are to be used for the purposes of a holiday let to which Section 12(2) and paragraph 8 of Schedule 4 of the Housing (Scotland) Act 1988 apply. The booking agreement confers a right to occupy the accommodation for the agreed period only.

60. You shall not sub-let the Cottage or any part thereof.

61. You undertake to leave the Cottage without demand at the termination of the agreed period of hire.

62. Mayen 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 Cottage. 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.

63. All tenants must comply with all health and safety measures outlined in the Covid-19 statement which will be sent to you with the confirmation of your booking.

Rural Clause

64. 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 power cuts or uncooperative septic tanks are few and far between at Mayen Estate. 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.

Security

65. Please ensure that the house is left secure when you go out. In the unlikely event that anything of yours is stolen from the Cottage (locked or unlocked) it will be your own responsibility.

66. Equally, please ensure that your vehicles are securely locked and parked without obstruction.