CHRISTIE LODGE

Booking Terms and Conditions

These terms are between you and us.

1. DEFINITIONS

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

Arrival Date	the date and time on which your Booking will begin and the Property will be made available to you.
Balance Due Date	42 days before your Arrival Date.
Booking	the confirmed reservation of the Property to commence on the Arrival Date and end on the Departure Date.
Booking Confirmation	the written acceptance from us of the Booking Reservation which may include more information such as details around arrival and departure, directions, House Rules, EV Policy etc.
Booking Deposit	30% of the Booking Price required when making your Booking Reservation.
Booking Price	as set out on our Website and confirmed in the Booking Confirmation.
Booking Reservation	your request to book a Property.
Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Cancellation Fee	a fee of 30% of the booking charge prior to the balance date, 60% of the booking charge between 42 and 28 days prior to arrival and 80% of the booking charge less than 28 days prior to arrival, charged in accordance with clause 7.

Contact Details	the details found on the Contact Us page of our Website and which will be set out in all communication between us and you when in written form.
Departure Date	the date and time on which your Booking will end and you must vacate the Property.
Electric Vehicle Policy	our policy for electric vehicle charging as made available on our Website.
Events Outside of the Parties Control	as defined in clause 9.
Group	the named individuals attending the Property subject to these Terms.
House Rules	a separate document provided to you at the time of the Booking Confirmation and therewith forming our contract.
Permitted Pets	None due to the proximity to the historic Japanese Garden.
Property	the property provided for holiday letting purposes, details of which have been made available on the Website and includes the outside spaces belonging to the Property and not the grounds leased to The Japanese Garden at Cowden SCIO (other than during visitor opening hours). The boundary of the property is the south side of the private drive in line with the boundary hedge (with gate just below the lodge) to the gate at the end of the Lodge private path (west of the property).
Security Deposit	a fee of £200 taken prior to the Arrival Date and held throughout the duration of the Booking in case damage is caused to the Property.
Terms	the terms and conditions on which your Booking is supplied to you (also referred to as Booking Terms), being this agreement and any other documentation referred to in this agreement which constitute our overall contract.

Website	www.christielodgescotland.com together with other websites which may be used by us from time to time.
We/our/us	Sara Stewart/Christie Stewart Ltd/Mains of Arndean, Dollar, Clackmannanshire, FK14 7NT
You/your	the individual who makes the Booking Reservation, who must be over the age of 18.

1.2 When we use the words “writing” or “written” in these Terms, this includes email but does not include facsimile or any messaging service or platform.

1.3 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.

1.4 If any of these Terms conflict with any term contained within the Booking Confirmation, these Terms will take priority.

2. OUR CONTRACT WITH YOU

2.1 Please ensure that you read these Terms carefully, and check that the details on the Booking (including the Arrival Date and time, number of guests etc) are complete and accurate before you submit the Booking Reservation.

2.2 These Terms will become binding between us once we issue you with the Booking Confirmation.

2.3 Your Booking is accepted only once we issue a Booking Confirmation.

2.4 The maximum number of people who can stay in the Property under the terms of the Booking is four.

2.5 You agree not to arrive at the Property before the Arrival Date and to depart from the Property no later than the Departure Date. The Property will not be available at any time outside of the times reserved by you and set out in the Booking Confirmation and you may be charged if you do not leave by the agreed time on the agreed Departure Date.

2.6 All illustrations, photographs and other imagery displayed are for illustrative purposes only and décor and layout are subject to change and no warranty or other representation is made as to the quality of the Property by us via the Website.

2.7 As lead for the Group, you are liable for the acts and/or omissions of all individuals attending the Property whether permitted by us or not.

2.8 The Property is provided for holiday letting purposes only for the specified period, as detailed in your Booking Confirmation. For the avoidance of doubt, these Terms do not

create a landlord and tenant relationship between you and us and you will not be entitled to any:

2.8.1 a tenancy;

2.8.2 the right to sub-let the Property in part or in whole;

2.8.3 an assured shorthold or tenancy (AST); or

2.8.4 any statutory protection either under the Housing Act 1988 or by way of a statutory security of tenure.

2.9 We may accept Bookings made for and on behalf of commercial entities. You must clearly state in the Booking Reservation if you are booking on behalf of a commercial entity, and we reserve the right to decline any Booking Reservations we do not wish to accept. Your Booking is not accepted until we issue the Booking Confirmation. We require the details of all members of the Group and contact information where the individual making the Booking Reservation will not attend the Booking. If you fail to disclose that a Booking Reservation has been made for and on behalf of a commercial entity, you will be in breach of these Terms and we reserve the right to cancel your Booking.

3. ENJOYING THE PROPERTY

3.1 Access to the Property is subject to adherence to these Terms and House Rules, which are contained in a separate document and form part of these Terms.

3.2 Your use and enjoyment of the Property must be solely in accordance with these Terms, the House Rules and any signage, guidance on use, safety or operational instructions given to you by us. You hereby acknowledge that enjoyment of the Property and grounds is at your own risk.

3.3 During your Booking at the Property, you shall take proper care of the Property and its contents during your Booking you may lose your Security Deposit and/or receive an invoice for any damage caused or loss suffered if the Property and its contents are not left in the same state in which they are found at your Arrival Date. You shall report to us any damage, destruction, loss, defect, or disrepair affecting the Property as soon as it comes to your attention, to allow us to investigate and take steps to rectify where deemed necessary.

3.4 Internet access is offered on the basis that it is provided for recreational use only. Neither a minimum speed, unrestricted bandwidth nor uninterrupted provision of access is guaranteed, and we will not be liable for any form of compensation or expenses claimed by you in respect of the provision or quality of internet connectivity.

3.5 Any recommendations for third party services, establishments and amenities made by us are our personal recommendations only and do not guarantee any level of service or quality.

3.6 It is your sole responsibility to ensure that the Property is suitable for you and your Group's needs ahead of making your Booking Reservation.

3.7 We reserve the right to request your immediate departure without refund where you have in our sole discretion acted unreasonably, illegally, immorally or in a manner which may impair the enjoyment, comfort or health of other parties or causes, or is likely to cause, damage to the property.

3.8 We, or an authorised representative or agent acting on our behalf (including but not limited to tradespeople), reserve the right to enter the Property at any time for the purpose of inspection or to carry out any repair deemed necessary to the Property or its contents.

3.9 All belongings and vehicles are left at the Property at your own risk. Please ensure all of your belongings are removed by the Departure Date as the return of any of your lost property cannot be guaranteed and will incur charges to post to you.

There is an electric vehicle charging point (referred to as a DCP) belonging to The Japanese Garden at Cowden SCIO to be used by electric vehicles only, and in accordance with our Electric Vehicle Policy.

3.10 Third party providers (e.g. caterers, private chefs, entertainers etc.) are not permitted at the Property without our prior written permission.

4. PETS ARE NOT PERMITTED AT THE PROPERTY.

5. PRICE AND PAYMENT

5.1 The Booking Price will be based on your Booking Reservation and confirmed in your Booking Confirmation.

5.2 Where your Booking Reservation is before the Balance Due Date, you must pay a minimum Booking Deposit as notified to you upon submitting the Booking Reservation. The remaining balance of the Booking Price must be paid by the Balance Due Date.

5.3 Where your Booking Reservation is made after the Balance Due Date, you must pay the full balance of the Booking Price at the time of making a Booking Reservation.

5.4 No entry to the Property will be permitted where payment of the full Booking Price has not been made.

6. OUR LIABILITY TO YOU

6.1 No party can exclude or limit in any way their liability where it is illegal to do so, and this contract does not seek to exclude or limit liability which cannot be excluded or limited by law.

6.2 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Terms or our negligence. We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if it had been brought to our attention by you before the loss or damage occurred. For the avoidance of doubt, we are not responsible for any transport and/or alternative accommodation costs.

6.3 Unless confirmed in the Booking Confirmation, the Property is made available for domestic and private use only and you agree not to use the Property for any commercial or business purpose. If we discover that your Booking has been made for any commercial or business purpose which was not disclosed to us before we issued the Booking Confirmation, this will be treated as a material breach of these Terms and we may terminate your Booking immediately, in which case no refund will be due to you. Any permitted commercial or business use will be strictly limited to such use confirmed in the Booking Confirmation. We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity, including where the Booking is made for commercial purpose.

6.4 We do not have any responsibility or liability to you (other than as outlined above) for loss of or damage to any of your items, belongings, pets or vehicles, howsoever caused.

7. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

7.1 We strongly recommend that you take out an appropriate travel insurance policy before placing your Booking Reservation.

7.2 You may cancel a Booking before the Arrival Date by contacting us in writing using the Contact Details. A Cancellation Fee will be charged if you cancel your booking.

7.3 Your liability for Booking Price is dependent on the Property and period of notice that you give us, as set out below. The time and date of the cancellation is when we receive written notice from you.

Number of days before Arrival Date that notification of cancellation is received	**Percentage of Booking Price payable by you**
Prior to Balance Due Date	30% (the Booking Deposit)
Between 42 days and 28 days	60%
Less than 28 days	80%

7.4 We will confirm your cancellation with you in writing and notify you of any payment or refund due to you at that time.

7.5 If you cancel your Booking, we will try and re–let the Property. If we are able to re-let the Property, we will refund money paid less our administrative costs and subject to any difference in price between the Booking Price and the re-let price.

7.6 Please note that if you need to cancel because you are ill, including where you are showing symptoms of illness (for the avoidance of doubt this includes Covid19 and/or self-isolating due to any other contagious condition), this will be treated as a cancellation by you.

7.7 If you depart voluntarily from the Property before the Departure Date, no refund shall be given. Similarly, if you fail to show for your Booking this will be regarded as a cancellation on the arrival date and will not be refundable. For example: self-isolation or quarantine, performing statutory duties or mandatory obligations (such as jury duty, military service, incarceration), changes in personal or work circumstances, family emergencies, travel delays, vehicle breakdown, and delays with public transport will all be treated as cancellation by you in accordance with this clause.

8. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

8.1 We may have to cancel a Booking before the Arrival Date of your Booking due to an Event Outside of the Parties Control. We will promptly contact you if this happens.

8.2 If we have to cancel a Booking under clause 8.1 and you have made any payment in advance for your Booking that have not been provided to you, we will refund these amounts to you in full.

8.3 We may cancel your Booking at any time with immediate effect by giving you written notice if you:

8.3.1 do not pay us when you are supposed to; or

8.3.2 breach the contract in any other material way, including but not limited to any of the terms of clause 3 or the House Rules.

We shall not be liable for any refund if we cancel the contract under 8.3.2.

9. EVENT OUTSIDE OF THE PARTIES CONTROL

9.1 Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

9.2 An Event Outside our Control includes, but is not limited to: strike, civil unrest, civil emergencies, government prohibition or restriction on all or part of the economy or trade including local lockdowns, pandemic, epidemic, environmental disaster, domestic appliance failure, temporary invasion of pests or utilities failure or interruption. An Event Outside our Control also includes extreme weather (including but not limited to snow and ice, high winds and flooding).

9.3 In the event of a pandemic, epidemic or restriction of the movement of peoples as dictated by the government or public authority, we reserve the right to issue specific terms at such a time via the Website and will communicate this to you via the contact details provided us.

9.4 Should an Event Outside our Control occur which means the Property cannot be provided to you, we will let you know as soon as possible so a refund can be arranged for you.

10. HOW WE MAY USE YOUR PERSONAL INFORMATION

We will use the personal information you provide to us in accordance with our Privacy Policy on our website: www.christielodgescotland.com

11. CHANGES TO BOOKING OR TERMS

11.1 We may revise these Terms from time to time.

11.2 If we have to revise these Terms under clause 11.1, we will give you at least fourteen (14) days written notice of any changes to these Terms before they take effect, or as much notice as possible where your Arrival Date is less than fourteen (14) days before the date of the change.

11.3 If you wish to change the dates of your Booking or amend your Booking in any way, please contact us via our Contact Details. We cannot guarantee that your requests will be accommodated and reserve the right to charge for any differences in price.

12. OTHER IMPORTANT TERMS

12.1 We may transfer our rights and obligations under these Terms to another individual or legal entity, but this will not affect your rights or our obligations under these Terms.

12.2 Except for you and us, no other person shall have any rights to enforce any of these Terms.

12.3 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.

12.4 If you fail to perform your obligations under these Terms and we do not enforce our rights against you, this does not mean we have waived our rights against you. If we choose to waive any of our rights under these Terms you will be informed in writing.

12.5 These Terms are governed by the law of England and Wales. All parties agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

www.christielodgescotland.com