

The Nethergate Booking Contract, Terms and Conditions

Revision 1.3 – June 2020

These terms and conditions (the “**Booking Contract**”) are between and shall bind the property owner or manager (“**we**”, “**us**” and “**our**”) and the guest(s) who book our property (the “**Property**”) either directly with us or via a third-party site, such as Airbnb or TripAdvisor, (the “**Booking Intermediary**”).

Each such booking is referred to in the Booking Contract as a “**Booking**”. References to “**you**” or “**your**” are references to the person making the booking and all members of the holiday party.

Any Booking is subject to the Booking Contract. This Booking Contract and our confirmation email contain the entire agreement between us and you and forms the basis of your agreement with us so please read them carefully. Nothing in this Booking Contract affects your usual statutory rights.

If you are booking via a third-party bookings provider, such as Airbnb or TripAdvisor/Holiday Lettings, you acknowledge and agree that the provider of the Property is us and not the Booking Intermediary.

Making your Booking

There are two ways in which a Booking can be made by you. Either you can:

- book a Property with us via the Booking Intermediary by making the payment specified in the initial quote provided to you by us via the Website (the “**Quote**”) along with the booking fee to the Booking Intermediary once we have accepted your booking request. The Booking shall be made and this Booking Contract shall be effective once the booking fee and the Initial Deposit (as defined below) or full payment has been received by the Booking Intermediary and you have received an email confirming the Booking and including the Cancellation Policy (as defined below); or
- directly with us, by making a full payment or Initial Deposit for the Property. The Booking shall be made and this Booking Contract shall be effective when we have received the full amount payable for the Property or the Initial Deposit as well as any additional fees.

If the Quote or Booking Request Form requires that you:

- make a payment in full, then you must pay the full amount for the Booking and the booking fee either directly to us or to the Booking Intermediary by the due date; or
- pay an initial deposit (the “**Initial Deposit**”) followed by a balance payment (the “**Balance**”), then you must make both payments either to us or to the Booking Intermediary within the specified time periods.

You shall be required to pay the applicable damage and housekeeping deposit (the “**Housekeeping Deposit**”), and/or any other fees (“**Other Fees**”) as set out in the email confirmation as part of your payment in full or your Balance payment (as applicable).

You should carefully check the details of the Quote or Booking Request Form before making any payment to us or the Booking Intermediary regarding your Booking, as well as the confirmation email and inform us immediately of any errors or omissions.

Paying for your Booking

Where you have only paid an Initial Deposit, you are required to send us or the Booking Intermediary your payment for the Balance and you may be required to pay the Housekeeping Deposit and/or Other Fees within a certain period prior to the arrival date specified in the email confirmation (the "**Arrival Date**"). If you fail to make the balance payment due to us either directly or via the Booking Intermediary in full and on time we shall be entitled to treat your Booking as cancelled by you and the Cancellation Policy (as defined below) shall apply.

If you cancel or amend your Booking

If you need to cancel or amend your Booking you must write to us or email us as soon as possible. A cancellation or amendment will not take effect until we receive confirmation from you. The cancellation policy described in your email confirmation ("**Cancellation Policy**") applies to your Booking and we or the Booking Intermediary will refund any amounts due to you in accordance with the agreed Cancellation Policy.

In the event that:

- any Balance required from you is not paid in accordance with the timeframes set out in the Cancellation Policy; or
- you do not arrive at the property within 24 hours of your arrival time without notifying us, then we shall be entitled to treat your Booking as being cancelled by you and the Cancellation Policy shall apply.

If we cancel or amend your Booking

We would not expect to have to make any changes to your Booking once it is agreed between you and us, but sometimes problems occur and we do have to make alterations or, very occasionally cancel Bookings.

If this does happen, we will contact you as soon as is reasonably practical and inform you of the cancellation or the change to your Booking. If we cancel your Booking, we or the Booking Intermediary will refund you any fees you have already paid to us. However, we will not be liable to refund you for any fees you may have paid to any third party in connection with your holiday (including, without limitation, fees for travel, entertainment, activities or insurance).

Insurance

You agree to ensure that each member of your party is covered by comprehensive travel insurance (including cancellation, flight delays, loss and damage to baggage and other property) and health insurance (including evacuation and repatriation coverage).

The Property

You can arrive at the Property after the time specified by us on the Arrival Date for your holiday and you must leave by the time specified by us on the departure date we give you. We will let you know these times in writing in advance of your stay. We may at our discretion allow early arrival or later departure, although we cannot guarantee this.

If your arrival will be delayed, you must contact the person whose details are given on the booking confirmation email so that alternative arrangements can be made. If you fail to do so you may not be able to gain access to the Property. If you fail to arrive by midday on the day after the Arrival Date and you do not advise the contact of your anticipated late arrival we may treat the Booking as having been cancelled by you and we shall be under no obligation to refund you for fees already paid to us. Please see the Cancellation Policy for further details.

You agree to allow us or any representative of ours access to the Property at any reasonable time during your stay for the purpose of essential repairs, in an emergency or to ensure you are complying with this Booking Contract.

Your obligations during your stay

You agree to comply with the regulations set out in any property manual at the Property and any other regulations reasonably specified by us from time to time and ensure that they are observed by all members of your party. You agree to keep and leave the Property and the furnishings, including items such as kitchen equipment, crockery and glasses clean and in good condition.

You agree not to cause any damage to the walls, doors, windows or any other part of the Property, its fixtures, fittings, furniture and other contents. Further, you agree not to do anything that may be reasonably considered to cause a nuisance or annoyance to us or to any other occupier of adjoining or neighbouring properties. You agree to take all necessary steps to safeguard your personal property while at the Property, and agree that we cannot be held responsible for any loss or damage to your personal property that may occur during your stay at the Property.

Restrictions

It is not permitted to smoke within the Property, and you agree that we will withhold part or all of your Housekeeping Deposit to cover additional cleaning costs should we discover that anyone has been found to be smoking within the Property.

You cannot allow more people to stay in the Property than expressly authorised, nor can you significantly change the makeup of the party during your stay in the Property, nor can you take your pet into the Property unless disclosed to use at the point of booking.

You further agree not to use the property for any hen or stag parties, entertaining or other social activities involving individuals not staying at the Property unless agreed in advance by us. If you do so, we can refuse to hand over the Property to you, or can require you to leave it. We will treat any of these circumstances as a cancellation of the Booking by you and we shall be under no obligation to refund you for any fees already paid to us in those circumstances. Any refund will be at our sole discretion.

Damage

We require that any damage to the Property as a result of your stay must be disclosed to us during your stay, no later than your time of departure. You acknowledge that any damage to The Property – whether deliberate or accidental – may result in the loss of some or all of your Housekeeping Deposit. Furthermore, where the extent of damage exceeds the amount of the Housekeeping Deposit, we reserve the right to pursue you for additional costs.

Use of Facilities

We have installed an electric vehicle charging point in the parking area of the Property, and welcome considerate use of this facility. We would appreciate it if you let us know in advance if you intend to use the charger so that we can ensure that it is available for your stay. Use of the charger will require a Type 2-compatible charging cable which is not supplied. We unfortunately cannot guarantee the availability of the charger, nor accept any liability for any damage caused to any vehicle to which it is connected.

We also provide FreeSat satellite-based television and WiFi broadband at the Property. Whilst we endeavour to ensure that these are reliable at all times, occasionally there may be outages beyond our control. Under such circumstances, please do not hard-reset any devices nor disconnect any wires. If problems occur, please let us know. Whilst we cannot guarantee to be able to investigate or resolve these issues, we will do our best to help.

Pets

Where guests bring pets, we require that they are not left unattended within the Property at any point without our prior permission. You will be liable for any damage caused to the Property or its associated fixtures and fittings by your pets. We can recommend pet-minding services should you wish.

On Departure

On departure, we request that you please:

- Strip any bedding and put it in the zipped laundry bags;
- Place any used towels in the zipped laundry bags;
- Separate domestic waste into the correct external bins:
 - Large blue bin for landfill;
 - Large brown bin for compostable/food-waste;
 - Large green bin for rinsed recyclable plastic and tins;
 - Large grey bin for non-contaminated paper;
 - Small pink bin for glass recycling.

If you run out of space in the zipped laundry bags, please put any used linen in the bath.

COVID-19, Coronavirus and Isolation Policy

Prior to your stay, if you or anyone within your party develops COVID-19 symptoms, or has been advised to self-isolate and the period of that isolation overlaps with the beginning of your stay, we will allow you to move your stay to a later date (subject to availability) or issue a virtual voucher for a stay of equivalent length to be taken within the next calendar year from the original stay date.

If, during your time staying at the property, you or anyone within your party develops any COVID-19 symptoms, you must inform us immediately. Under such circumstances isolation within the property is not permitted unless with our explicit agreement, and you must vacate the property no later than your original departure date and time. It is, however, strongly recommended that you vacate at the earliest convenience so as to minimise the risk of spreading the virus within the local community, and to return home if this is feasible. Under these unfortunate circumstances, we will credit any unused nights toward a future stay within the following calendar year from the original stay date.

Complaints

Every effort has been made to ensure that you have an enjoyable and memorable holiday. If however, you have any cause for complaint it is important that remedial action is taken as soon as possible.

It is essential that you contact us if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve problems properly unless we are promptly notified. Discussion of any criticisms with us whilst you are in residence at the Property will usually enable any shortcomings to be rectified straightaway. In particular, complaints of a transient nature (for example, regarding preparation or heating of the Property) cannot possibly be investigated unless registered whilst you are in residence at the Property.

If any complaint cannot be resolved during your holiday, you must write to us or email us with full details within 28 days of the end of your Booking.

For the avoidance of doubt, irrespective of whether you have booked directly with us or via a Booking Intermediary, you shall always contact us if you have any complaint in relation to your Booking or the Property.

Limit of Liability

Our maximum liability for losses you suffer as a result of us acting in breach of this Booking Contract is strictly limited to the amounts received by us in relation to your Booking. We shall not be liable for any losses which are not a foreseeable consequence of us breaching this Booking Contract. Losses are foreseeable where they could be contemplated by you and us at the time your Booking is confirmed by us.

Your Booking is made as a consumer for the purpose of a holiday and you acknowledge that we will not be liable for any business losses howsoever suffered or incurred by you. For the avoidance of doubt, the Booking Intermediary shall not be liable to you or responsible for:

- any issue between you and us regarding the Booking;
- any failure in relation to any payments due to the failure of a payment solution provided by a third party; and
- the rejection of any payment of yours by a third party payment solution provider.

This does not exclude or limit in any way our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation; or for any matter for which it would be illegal for us to exclude or limit, or attempt to exclude or limit, our liability.

Law and Jurisdiction

This Booking Contract (including any non-contractual obligations arising under or in relation to this Booking Contract) between you and us is governed by the law of Scotland and we both agree that any dispute, matter or other issue which arises between us will be exclusively dealt with by the Courts of Scotland.

Miscellaneous

You may not transfer your Booking or any rights and responsibilities under this Booking Contract to any other person, without our prior written consent. If at any time any part of this Booking Contract is held to be unenforceable for any reason under any applicable law, that part shall be deemed omitted and the enforceability of the remaining parts shall not in any way be affected by that omission. This Booking Contract, together with the Cancellation Policy and our confirmation email contain the entire agreement between us and you relating to the Booking and shall supersede any previous agreements, arrangements or discussions between you and us, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between you and us prior to receiving the confirmation email except as expressly stated in this Booking Contract. Neither you nor us shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into this Booking Contract (unless such untrue statement was made fraudulently) and that party's only remedy shall be for breach of contract as provided in this Booking Contract. We will not be in breach of this Booking Contract, or otherwise liable for any failure or delay in performance, arising from any circumstances beyond our reasonable control including, without limitation, flood, fire, explosion or accident.

Cancellation Policy

Where you have confirmed a Booking by the payment of the Initial Deposit and acceptance of the Booking Contract and subsequently cancel your stay, the following Cancellation Policy applies:

- A 50% refund of the total cost (excluding the Housekeeping Deposit) if the Booking is cancelled no less than four weeks before the Arrival Date;
- A full refund of the Housekeeping Deposit if a Booking is cancelled at any point prior to the Arrival Date.

Additional terms and restrictions may apply if the Property was booked via a Booking Intermediary. We will waive these terms in the event of confirmed COVID-19 symptoms or formal self-isolation requirement subject, subject to our *COVID-19, Coronavirus and Isolation Policy* as described, although we reserve the right to require formal proof of such symptoms or self-isolation requirement.

If you need to cancel or amend your Booking you must write to us or email us as soon as possible. A cancellation or amendment will not take effect until we receive confirmation from you. We strongly recommend that our guests maintain adequate travel insurance to cover the impact of any cancellation.