

# Kilfinichen Estate Booking Terms & Conditions

Reservations are accepted by Kilfinichen Farms (KF) under the conditions shown on the Booking Form together with the following booking conditions ("The Booking Conditions");

1. Bookings can only be accepted by people over the age of 18 and the Applicant certifies that he or she is authorised to complete the Booking Form on behalf of all persons who will occupy the property during the period for which he or she has booked it and that they are all, apart from infants, aware of the Booking Conditions. The website description of each property indicates the maximum number of guests who may occupy it and the surrounding grounds. Exceeding this number constitutes a breach of contract and KF has the right to terminate the booking forthwith and all monies paid by the applicant will be forfeited.
2. A minimum non-refundable deposit of 20% of the total cost of the booking is required to secure the let. The final payment is due eight weeks before the first date the holiday let is due to commence. If the final amount is not paid on the due date the booking is deemed cancelled.
3. Our policy regarding cancellations is that:-
  - a. In the event of Applicants not being able to take up a holiday due to certain defined causes and also subject to the conditions detailed below, all monies already paid by the Applicant less 20% of the total cost of the booking will be returned and further payments, charges or claims normally made by KF will be waived.
  - b. In the event of Applicants having to curtail their holiday due to the defined causes and the conditions detailed below, all monies already paid by the applicant, less 20% of the total cost of the booking, for that part of the holiday unused shall be reimbursed. In the event of a claim following curtailment further payments, charges or claims normally made by KF will not be covered.

All persons named on the list supplied by the Applicant on the Booking Form and accepted by KF shall be covered under this arrangement. All claims which must always be confirmed in writing must be supported by documentary evidence which is satisfactory to KF. Any Applicant seeking to make a claim must advise KF in writing within three (3) days of the occurrence of the cause or event which is to be the basis of his or her claim. No claim will be valid if the applicant or any of his or her party occupies or continues to occupy the property.

## **Defined Causes:**

- i) Accidental bodily injury to, or illness or quarantine or death of any eligible person, their close relatives or immediate business associates, provided that the cause was not due to pregnancy or the named person was not aware of suffering from the contributory illness at the time of booking. Close relative is defined as spouse, parent, parent-in-law, child, brother or sister.
- ii) The unemployment of any of the eligible persons over the age of 18 years, who was in permanent full time employment when the Booking Form was signed.
- iii) Any of the eligible persons being required for Jury Service or being called as a witness during the period covered by the Booking Form.
- iv) Cancellation of leave by HM Police and HM Forces and emergency posting by HM Forces excepting that either are as a consequence of War.

All cancellations which are not covered under this arrangement must also be sent to KF in writing. The Applicant still remains liable for the final payment on the due date as indicated by KF's Booking Form and failure to make such payment in full at the time will be treated as a Breach of Contract. On receiving the cancellation KF will offer the holiday again at a price which in its experience is most

likely to result in the holiday period being re-let. If this is achieved the Applicant will be refunded with all the monies he or she has paid less 20% of the total cost of the booking and any losses incurred in re-letting the property including loss of rental.

4. Properties are available from 16.00 hours on the first date that the holiday let is due to commence until 10.00 hours on the final date of the holiday letting. These times must be strictly adhered to except by special arrangement with KF. The applicant will be liable for any cost incurred because of an unauthorised extension.
5. In spite of the care and precautions taken it is possible that Applicants could have grounds for complaint about the property they have chosen. Any complaint must be taken up immediately in full with the key holder or Kilfinichen Farms using the telephone number below.
6. Whilst representations both verbal and visual on the website and in other advertising matter are made in good faith and carefully scrutinised neither they nor any oral representations made by any employee of KF form part of the Contract. The colours shown on illustrations may not be accurate. This may be due to technical print reason, changes of decor or furnishings or fabrics, or seasonal variations.
7. The website and these Booking Conditions replace and supersede all previous websites and Booking Conditions.
8. The use of the amenities provided by KF is entirely at the users risk and no responsibility can be accepted for any injuries to persons or loss or damage to any belongings of persons who use them save as provided in paragraph 10 below.
9. If the property should not be available owing to damage by fire or storm or for any reason outside the control of KF or for any reason KF is not able to comply with this agreement the Applicant will be refunded full amount of the monies paid to KF and KF's liability is limited to the refunding of such monies.
10. Except in respect of death or personal injury caused by the negligence of KF save to the extent provided in clause 9, KF will not be liable for any accident, damage, direct or consequential loss, injury, expense or inconvenience whether to person or property which the Applicant or any other person may suffer arising out of, or in any way connected with the letting howsoever caused.
11. Telephone bookings will be held for five working days only for holidays more than three weeks in advance. For a holiday less than eight weeks in advance full payment must be made within 48 hours of the booking and to have cleared prior to the commencement of the holiday date.
12. Applicants may pay by:-

- a. Deposit only by Credit/Debit card via PayPal on the Kilfinichen website

and/or

- b. Cheque issued by UK bank made payable to Kilfinichen Farms in Pounds Sterling

and/or

- c. Bank Transfer

Sort Code: 30-00-02

Account Number: 01486395

IBAN Code GB91 LOYD 3000 02 0148 6395

SWIFT Code LOYDGB2LCTY

Bank address: Lloyds Bank plc., City Office, PO Box 17328, London, EC3V 9JA

Reference: Kilfinichen Estate Holiday Cottages

13. On receipt of booking the applicants will for the hired term:
- a. Be responsible for the interior of the Property keeping it in a good, clean and tenable condition and not damage or injure the property or any part of it and return it at the end of the rental term in a clean state and condition that it was in at the beginning of the term.
  - b. Maintain at the property and keep in a good clean condition all of the contents of the property as listed on the inventory and replace, repair or clean any item(s) that become broken or damaged during the term.
  - c. Not make any alteration or addition to the property nor to do any redecoration or painting to the property.
  - d. Not do or omit to do anything on or at the property which may be or become a nuisance or annoyance to any other occupiers of the property or owners or occupiers of adjoining or nearby premises.
  - e. Not keep any pet or animal at the property.
  - f. Not use or occupy the property in any way whatsoever other than as a private holiday residence or sublet, or charge, or part with, or share possession of occupation of the property or any part thereof.
  - g. Will allow the landlord or his representative to enter the property at reasonable times of day to inspect its condition and state of repair, and carry out any necessary repairs and gas inspections with given reasonable prior notice, except in an emergency.
  - h. Will pay for all telephone calls.
  - i. Remove all rubbish and all personal items from the property on departure. Refuse Collection takes place on a weekly basis, every Thursday.
  - j. Entrance to the property is via a secure keybox, the access code to which will be provided no later than 48 hours before commencement of the booking. To save the inconvenience and cost of replacing lost keys, the key must be left in the secure keysafe box during your stay. A charge will apply for any lost keys.
14. All properties are non-smoking.
15. All properties are equipped with linen, towels and all the necessary cutlery and crockery. Colour televisions are provided however at times the atmospheric conditions may affect the reception.
16. We do restrict total occupancy to the maximum number shown and reserve the right to cancel a booking immediately, without recompense, if more people are introduced than reflected on the booking form. Occasionally, principally due to such items as sofa beds, the total number of beds exceeds the maximum number of guests shown. These "extra" beds are intended merely to offer some flexibility within the maximum figure.

**In the event of any queries, please contact the Lettings Office on 01681 705 229 or e-mail [info@kilfinichen.com](mailto:info@kilfinichen.com)**