



Winton Castle Self-Catering Accommodation

Terms Conditions

The contract of hire shall be between the hirer and the owner. By signing the booking form you agree that you are over 18 years of age and that you accept full responsibility for all payments due and for the actions and consequences of all persons who will use the property during the holiday.

1. Occupancy

The properties may be occupied by a maximum of:

Broomrigg Farmhouse - 8 People

Winton Cottage - 14 People

Wintonhill Farmhouse - 17 People

2. Damage Deposit

A damage deposit of £300.00 paid with the balance this will be to cover any damage/breakages/outstanding accounts/house not left in clean/ reasonable condition. It will be returned to you (without interest) within 14 days of your departure after a satisfactory inspection by a member of the Winton estate staff and on receipt of all accounts duly paid.

3. Arrival/Departure

Access to the property after 4.00 pm (unless otherwise stated) on the first date of the let period and terminate at 10.00 am on the departure date. This is to ensure the house can be properly cleaned and prepared.

4. Services

The rent will include the cost of all electricity and oil consumed during the Tenancy and the telephone rental but you shall pay for all telephone calls made during the Tenancy which will be monitored.

All bed linen, towels and bathrobes are included in the price up to the maximum occupancy. If additional bed linen is required over and above this, a charge of £20 per person will be required

5. Insurance

The Winton Trust carries insurance of the Property, including the buildings, furnishings, fixtures, fittings and all contents of every description. However you shall be responsible for insuring your personal effects as occupiers, as no responsibility can be accepted for the loss or damage to your vehicles or personal belongings, we also advise that you should take out some form of cancellation insurance, should you have to cancel due to redundancy, sickness, burglary, accidents or other unforeseen circumstances that could curtail the holiday.

6. State of Repair

The property will be offered in a good and clean condition with all normal services, as at the commencement of the

Tenancy; you shall keep the furnishings, fixtures, fittings and other contents in good condition and shall leave the same in a condition equivalent to that at the commencement of the Tenancy.

7. Damages

You undertake to report to the Owners any damage caused to the Property or its contents. You shall be liable for the cost of making good all losses or damage to the furnishings, fixtures, fittings and contents for which you are responsible, fair wear and tear accepted, within 14 days following the last day of the Tenancy.

8. Cancellation by us

The Winton trust shall be entitled to cancel this Agreement in the event of causes beyond their reasonable control, such as fire, flood, storm, war or similar cause or in the event of death or serious incapacity or injury to the Owners or a member of its normal household. Should the Owners cancel this Agreement at any time, for any reason whatsoever, all rent paid by you at the date of such cancellation will be returned to you immediately.

9. Cancellation by You

If you have to cancel your booking you must telephone the factors office on 01875 340222 as soon as possible. Confirmation of your cancellation must also be sent in writing, the cancellation fees are set out below:

More than 8 weeks from arrival - the full deposit of £300.00

Within 8 weeks - 29 days 50% of the full cost

Within 28 days – 15 days 75% of the total cost

Within 14 days – 1 day 90% of the total cost

Arrival date or later - the total cost

COVID-19 Clause

If we are obliged to cancel your booking due to local lockdown laws, or if you have to cancel your booking due to one of the following:

- A change in restrictions imposed by local lockdown laws since time of booking
- A change in specific restrictions imposed by local authorities under their legal lockdown powers since time of booking
- One or more of your party has to self-isolate following a direction from a public health officer since time of booking (we may ask for proof of this)
- Mandatory self-isolation when returning to the UK from certain countries which may affect the consumer's ability to use a service during the self-isolation period (provided that the requirement to self-isolate was imposed after the consumer had entered into the relevant contract and was not reasonably anticipated by the consumer, and we may ask for proof of this)

We may offer you alternative dates for your stay (any payments made are transferrable to other dates or properties) but if that cannot be agreed, the booking will be deemed cancelled and your deposit and any other payments will be **returned in full** with no further payment required. We appreciate as much notice as is possible and are very grateful for any guests who choose to postpone rather than cancel.

Please note, it is up to the person who places the booking to make sure their party abides by current guidelines, though you are welcome to ask us for advice.

If you book a stay for a group against the restrictions at your time of booking, (for example, if booking a stay for multiple households not allowed, or if you are already in a level/tier not allowed to travel to us and are hoping this will change by time of booking) and restrictions do not change to allow your group, then if you let us know we will do our best to accommodate and postpone your stay to later appropriate dates/ properties. However, you may not be eligible for a refund, this is at the discretion of the Self-Catering Coordinator.

10. Pets

Dogs are welcome in only Broomrigg Farmhouse and Wintonhill Farmhouse for a fee and you must notify the estate office. Absolutely no dogs in Winton Cottage.

11. Inspection

You agree to give the Owners and its authorised representatives facilities to inspect the Property during the Tenancy on reasonable notice being given.

12. Holiday Let

We formally acknowledge that this is a house to which Section 12 (2) and paragraph 8 of Schedule 4 of the Housing (Scotland) Act 1988 applies whereby you have a right to occupy the Property for the purpose of a holiday only and whereby possession may be recovered by the Owners under the said Section. The parties hereto certify that this Agreement is not a lease which gives effect to an agreement for lease as interpreted by the Inland Revenue in terms of the Guidance Note dated 30 June 1994 referring to Section 20 of the Finance Act 1994.

13. No Smoking

We operate a no smoking policy in all of our properties

14. Nuisance

Unreasonable nuisance and noise should not be caused to nearby properties that might give grounds for neighbour or police complaints.

15. Behaviour

The owner reserves the right to terminate this agreement and ask you and your guests to leave immediately, if this is deemed necessary by the owner, as a result of you or your guests behaviour or any material breach of the terms and conditions

16. Data protection and Privacy

Information provided on the booking forms will remain confidential and will not be disclosed to a third party.

17. Force Majeure

The owner does not accept liability or pay compensation for loss, damage or expense where our obligations are prevented or affected by reason of force majeure