



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

No parties allowed above these numbers unless otherwise agreed with management, no structures (tents/ gazebos/ marquees/ hot tubs) to be brought onsite.

2. Damage Deposit

We expect the property to be left "as found". A damage deposit of £350.00 paid or held on a card before arrival, this will be to cover any damage/breakages/outstanding accounts/house not left in clean/ reasonable condition as determined by Winton staff. 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 4.00pm on the first date of the let period and terminate at 10.00am on the departure date unless otherwise agreed with management. 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 £30 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, pandemic, war or similar cause or in the event of death or serious incapacity or injury to the Owners or a member of staff or 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 contact us via email or phone as soon as possible, the cancellation fees are set out below:

- More than 8 weeks from arrival - the full booking 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

We can no longer offer a COVID-19 cancellation clause, however if you let us know your situation as soon as possible, we may be able to offer a free postponement or a refund voucher.

10. Pets

We allow well behaved dogs at Wintonhill Farmhouse and Broomrigg Farmhouse at £30 each. Dogs are not allowed at Winton Cottage.

Rules:

- You must inform the estate office if you wish to bring dogs, if you do not this will affect your damage deposit
- Up to 2 dogs maximum
- You must bring your own dog beds/blankets
- The dogs must be kept downstairs on non-carpeted areas
- Dogs are not allowed on the furniture
- Dogs must not be left in the property unsupervised
- Dogs are welcome to use the farmhouse garden, however they must be supervised at all times and cleaned up after
- When walking your dogs on the estate they must be on a lead
- Please clean up any mess/excessive hair in the property before departure
- If housekeeping find damage or excessive hair or dirt, this will affect your damage deposit

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.