

GELSTON CASTLE HOLIDAYS

General terms and conditions

- ▶ *Terms relating to payment, change and cancellation of Standard and Flex bookings are set out separately in two documents, one for each type of booking.*
- ▶ *Terms relating to pets are set out in a separate document for those proposing to bring them.*

- ▶ "The customer" refers to the person making the booking and all persons in their holiday party;
- ▶ "GCH" refers to Gelston Castle Holidays;
- ▶ "Holiday" refers to a booked period for which GCH grants a licence to occupy one or more units of its self-catering accommodation, and to enjoy the use of the holiday facilities provided therewith.

Booking process

- ▶ Bookings made through the online booking system are requests, and are provisional until confirmed in writing and until payment of the relevant amount is received.
- ▶ An online booking will generate an automated email with a booking summary to the email address provided in the booking process. This automated email does not form a contract between GCH and the customer; a contract shall only arise when the booking is subsequently confirmed in writing by GCH and payment of the relevant amount is received.
- ▶ GCH shall not be obliged to accept bookings, nor to give reasons for declining.

Nature of contract

The customer has a contract with GCH for the provision of a holiday, involving (inter alia) a licence to occupy self-catering holiday accommodation for the booked period only. It does not constitute any form of tenancy, nor do any monies paid constitute rent.

Availability of accommodation and facilities

- ▶ The accommodation is available from 4.00 p.m. on the first day of the booking until 10.00 a.m. on the last day. These times must be strictly adhered to, except by the express consent of GCH.
- ▶ If the booked accommodation should become unavailable owing to damage by fire, storm or any other force majeure, GCH shall offer alternative accommodation and/or dates subject to availability (any difference in price, if lower, to be compensated by GCH to the customer); and if no alternatives are suitable to the customer then GCH shall refund all monies paid, and shall bear no further liability.
- ▶ If any other part of the holiday facilities on offer (in season) should become unavailable owing to unexpected breakdown or other force majeure, GCH will make all reasonable efforts to restore the provision of the facility as quickly as possible, but the contractual obligation of GCH shall be limited to a refund of that proportion of the holiday cost which in the sole discretion of GCH is reasonably attributable to that provision.

Swimming pool and steam room

- ▶ For safety reasons children under 16 are not permitted to use either the swimming pool or the steam room without direct adult supervision. It is the customer's duty to ensure that this rule is strictly observed at all times by all members of their holiday party, as GCH does not provide a lifeguard or any other supervision.
- ▶ It is the customer's duty to ensure that all members of their holiday party know and understand and adhere to the guidelines for safe use of the swimming pool as set out by GCH.
- ▶ In case of repeated breach of safety guidelines, GCH reserves the right to exclude the customer's party from use of the swimming pool without compensation; and in case of refusal to comply with the exclusion, GCH will terminate the holiday without refund.

Refundable “housekeeping” deposit

- ▶ A refundable housekeeping deposit of the amount specified on booking is payable with the holiday cost when due. The purpose of this is to cover any unforeseen extras which may become payable.
- ▶ GCH will refund this deposit after the end of the holiday, less any deductions for costs such as laundry tokens used, return of items left behind, loss or damage, or extra cleaning required beyond the norm (the customer having breached the condition below on leaving the house in a reasonably clean and tidy condition).

Sundry conditions

The customer shall:

- ▶ Make reasonable efforts to leave the accommodation and its contents in the like condition as at the start of the holiday, and in particular to leave all crockery, cutlery, glassware and kitchenware in a clean condition.
- ▶ Not exceed the number of persons in the holiday party as stated on booking or subsequently agreed with GCH. This is now illegal under Scottish Government regulations 2022. If numbers are exceeded GCH reserves the right to terminate the holiday without refund.
- ▶ Respect the environment of Gelston Castle Estate, farm livestock and wildlife, in accordance with guidelines in the Scottish Outdoor Access Code.
- ▶ Allow access at any reasonable time to any agent of GCH.
- ▶ Vacate the accommodation by 10.00 a.m. on the last day of the period booked.
- ▶ Make good any loss or damage caused directly or indirectly by the customer to any of the property of GCH or Gelston Castle Estate, except that the first £500 of any accidental damage is not payable where the customer has opted into the Accidental Damage Waiver offered by GCH on booking.

Termination by GCH

GCH is entitled to terminate the letting without notice if, in the sole opinion of GCH, any of the conditions are breached by the tenant, and also to refuse admission to the property to any person who, in the sole opinion of GCH, is not suitable to occupy it. GCH shall bear no liability to the tenant beyond refunding all monies paid.