

# THE SPINNEY HOLIDAY COTTAGE BOOKING FORM

Please complete this booking form for the Spinney Cottage and sign it then send it by post with your deposit (or full payment) to: Pauline and Tim Fuller, Trostrie Cottage, Twynholm, Kirkcudbright, Dumfries & Galloway DG6 4PS email: [stay@thespinneycottage.co.uk](mailto:stay@thespinneycottage.co.uk) Please send cheque made payable to Pauline & Tim Fuller with booking form.

**Name of the Hirer:** \_\_\_\_\_

(This is the person taking responsibility for the booking, signing the form below and staying in the Spinney. The information given below will be only used to process your booking and any follow up as required. It will not be passed onto any other body nor used for any other purpose.)

**Arrival date:** \_\_\_\_\_ **Departure Date:** \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

Town: \_\_\_\_\_

County: \_\_\_\_\_

Post Code: \_\_\_\_\_

Country: \_\_\_\_\_

Number of Guests Staying : \_\_\_\_\_

**Communications Information** – At least one phone number is required. (By supplying communication information you give us permission to use it to communicate with you relating to your holiday booking and any follow up as required.)

Email: \_\_\_\_\_

Mobile Number(s) : \_\_\_\_\_

Land Line: \_\_\_\_\_

Name of Guest 2 if applicable (Optional but can be helpful if supplied): \_\_\_\_\_

Name of Guest 3 if applicable (Optional but can be helpful if supplied): \_\_\_\_\_

Name of Guest 4 if applicable (Optional but can be helpful if supplied): \_\_\_\_\_

Any other relevant information (e.g. dog staying if more than 1 please ring us): \_\_\_\_\_

How did you hear of us (Useful for our marketing ): \_\_\_\_\_

**Total Holiday Price** £ \_\_\_\_\_

Less any promotional discount (voucher code \_\_\_\_\_) £ \_\_\_\_\_

Holiday Total £ \_\_\_\_\_

Less Deposit (to be paid with booking form) £100

Balance due at least 6 (10 over Christmas period) weeks before arrival £ \_\_\_\_\_

**Declaration : I am over 18 years old. I have read and I agree that this booking is made according to the Booking Terms and Conditions**

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Print Name: \_\_\_\_\_

\*please make a copy of this form for your records\*

## BOOKING TERMS AND CONDITIONS

### LEGAL DISCLAIMER

The Contract entered into is between Pauline & Tim Fuller and the person making the actual booking (who must be over 18 years old) and all the other members of your party as notified by you. This contract is for short term holiday let only. The contract is only effective once the completed signed booking form is received with the required payment and written confirmation of acceptance has been sent by Pauline & Tim Fuller. You are required to check the confirmation carefully upon receipt. The Contract is subject to Scottish Law and the jurisdiction of the Scottish Courts.

### PAYMENT

A deposit of £100 of the cost of the holiday booking is required and is to be paid with the booking form. The balance is due 6 weeks (10 weeks over Christmas period) before the start of your holiday. For bookings made less than 6 weeks before arrival, **full payment is required on booking**. This must be at least two working days before booking commences. We accept payment by Direct Bank Payment, and cheque. **Pauline & Tim Fuller reserves the right to cancel a holiday booking where full payment has not been received in accordance with these terms.**

### CANCELLATION

We understand that things happen, which may mean the holiday has to be cancelled. We always recommend that you have appropriate cancellation and travel insurance for your holiday. If you are forced to cancel the holiday booking due to unforeseen circumstances you must inform us of any cancellation immediately. In the first instance we will always try to fit you in with an alternative date, or at our other property, but if you do need to cancel our terms are as follows for bookings made directly through us and not via an agent (they have their own terms). The booking is assumed to have started when payment has been made and accepted. If your booking is through us and not an agent and you need to cancel please contact us by phone in the first instance asap.:- Cooling off period -If there are less than 15 days since the booking is accepted and the holiday has not started, then in compliance with the consumer contract regulations 2013, a full refund of all monies paid towards the holiday being cancelled will be made. Thereafter with more than 90 days to go to the start of the holiday -75% returned of amount paid. The amount retained is to cover our admin fees as we don't charge a booking fee and will normally mean just £25 if just the deposit has been paid. Less than 91 days and more than 60 days to go to the start of the holiday- 60% returned of amount paid. The amount retained is to cover our admin fees and potential loss of holiday booking and will normally mean just £40 if just the deposit has been paid. 60 days or less to go to the start of the holiday-50% returned of amount paid. The amount retained covers our potential loss of income for that holiday period.

1-60 days to start of holiday	50% payment returned	Greater than 90 days to start of holiday	75% payment returned
61-90 days to start of holiday	60% payment returned	Cooling off period 0-14 days from booking	100% returned provided holiday has not started

### LIABILITY

Pauline & Tim Fuller shall not be liable for death or any personal injury. No liability is accepted for any other damage, injury, loss, expense accidental or otherwise or inconvenience to you or any member of your party and/or your or their belongings, damage by or to any third party or for damage to any motor vehicle or its contents which may be suffered, incurred, arise out of or in any way connected with the let. The terms of the Contracts (Rights of the Third Party) Act 1999 shall not apply to this contract.

### GUEST NUMBERS

Under no circumstances may more than the maximum number of persons, as stated by Pauline & Tim Fuller occupy the Cottage. Names and addresses of all people staying at the Holiday Cottage need to be given at the time of booking. Admittance may be refused if this condition is not observed. The Owners also reserve the right to refuse or revoke bookings from parties which may in its opinion prove unsuitable as a result of their behaviour or otherwise for/in/at the Holiday Cottage. All payments/charges will be refundable in full on a daily basis, less, if applicable, the full cost of all repairs or replacements of any item in or to the Cottage.

### BOOKING ALTERATION

Pauline & Tim Fuller reserves the right, in the interests of safety or any other reason beyond their control to cancel or alter arrangements made for you. In this unlikely event we guarantee to return to you any payment/charges made in full including the deposit. If we have a request from you to change the dates of the booking after confirmation has been issued, subject to the change being requested more than 6 weeks prior to the commencement of the holiday and have availability for those new dates there will be no charge for the change in booking.

### CARE OF THE PROPERTY

You and the members of your party are responsible for taking care of the property during your stay. All equipment and contents must be left clean and tidy on departure (except linen/towels to be laundered). Any damages or breakages in the property are the joint responsibility of you and the member/s of your party that have caused the damage or breakage. The cost is payable upon demand and, subject to any incurred losses, not limited to loss of rental, interest, and other consequential charges as may be incurred by Tim and Pauline Fuller. Minor breakages are not usually charged for being reasonable wear and tear but the hirer must report any damage before departure. **The Spinney Cottage operates a non-smoking policy throughout.** In the event of any member of the party breaching the smoking policy Tim and Pauline Fuller will make a charge for additional cleaning and damage caused as a result. A £50 charge will be levied if keys are taken from the property on departure this is for replacements and inconvenience.

### RIGHT OF ENTRY

The Owners of The Spinney Cottage reserves the right to enter the property at any reasonable time for the purpose of emergency repairs should they become necessary. They will obviously respect your right to privacy and confidentiality and accommodate any reasonable request as to timing or arrangements in this. The property must be securely locked when you and the members of your party are out and care taken not to expose the property to any fire risk or other risk such as flooding. You and each one of the members of your party are responsible for acting in a responsible manner during the holiday period. The Owners reserve the right to retake possession of The Spinney Cottage at any time for any reasonable reason and in particular where serious misconduct has arisen in or around the property.

### LOST PROPERTY

Any property left by guests after their departure in the cottage will be held for 3 months then disposed of by giving to a local charity shop.

### DESCRIPTIONS

The Owners of the property oversee the management of The Spinney Cottage and make every effort to describe it fairly but also anticipate possible changes. All information in our brochures and on the web site is given in good faith and is correct at the time of publication but the Owners cannot be responsible for changes beyond their control or which may become known after publication without reasonable opportunity for updating the website.

### COMPLAINTS PROCEDURE

You must inform the Owners immediately if a problem arises and every effort will be made to rectify it as soon as possible so that you enjoy the rest of your holiday. In the event of breakdown of domestic appliances, plumbing, wiring, or any unforeseen occurrence or circumstance the Owners will not be required to pay any compensation, expenses of any kind.

### PET POLICY

Small well behaved pets are welcome, The pet must not be allowed in the bedrooms, nor be left unaccompanied in, or around, the property. Guide dogs are always accepted. Pets must be declared on the booking form.

### DATA PROTECTION

You hereby consent to the processing and storing of personal details as recorded on this form as defined in the Data Protection Act.

Last updated 10/05/2018 v1.3