

1. Booking and payments

1.1 The dates of your booking will be held upon payment of a non-refundable deposit of 50% or payment in full. The deposit should be paid within two weeks (14 days) of making the booking, or we may be forced to accept alternative booking enquiries. Payments may be made via Paypal (details on the 'Booking' page of www.bramblebield.com) or cheque.

1.2 On receipt of the deposit, a booking confirmation will be sent to you within 48 hours via email containing the details of your stay and of payments made and due. If you have not received your booking confirmation within the specified time, please notify us as soon as possible.

1.3 The remaining payment for a guest's booking should be made on the day of arrival, either via cheque, cash or Paypal.

2. Cancellation

2.1 Cancellation by you at any time will result in your deposit being forfeited, as all deposits are non-refundable.

2.2 All monies paid for a holiday (deposit and remaining balance, if paid) are non-refundable within 4 weeks before check in date.

2.3 Cancellation of any holiday after it has been paid in full and at a date 4 weeks or more in advance of your check in date, will result in forfeiture of your deposit (or an amount equivalent where one was not paid as the holiday was paid in full) and the balance being returned to you.

2.5 If the location of your booking is inaccessible due to adverse conditions your booking can be deferred to a later date subject to availability.

3. Alteration

3.1 Alterations to your booking can only be made more than 4 weeks prior to the check in date, after which time alterations will be treated as cancellation.

3.2 Differences in the total amount payable resulting from alterations will be refunded to you in the case of a decrease in price and paid by you in the case of increases in price.

4. Complaints

In the event that you have any complaint about your stay, please notify us as soon as possible and we will use all reasonable endeavours to resolve the issue. Whether or not

your complaint is dealt with satisfactorily, please also contact us as we appreciate all feedback.

5. Pricing

Prices on the website are not binding, but costs stated in any booking confirmation email you receive from Bramble Bield will be honoured as shown.

6. Liability

6.1 Bramble Bield will accept no liability for accident, loss of property or personal injury whilst on your stay.

6.2 Bramble Bield will not be liable for any act, neglect or default of any person out with its employ or otherwise under its control, nor for any accident, damage, loss, injury, expense or inconvenience, whether to person or property, which the Guest or any other person may suffer or incur arising out of, or in any way connected with the rental unless Bramble Bield is responsible. In addition, Bramble Bield accepts no liability for loss of or damage to the Guest's possessions on its property or land.

6.3 Nothing in these conditions excludes or limits the liability of Bramble Bield:

- a. for death or personal injury caused by Bramble Bield's negligence.
- b. for any matter which it would be illegal for Bramble Bield to exclude or attempt to exclude their liability.

7. Pets

Pets are not permitted at Bramble Bield, unless in exceptional circumstances regarding disability or similar.

8. The Holiday – Guest Conditions of occupancy and conduct

8.1 The Guests have the right to occupy the Property for the paid for holiday period only (within the meaning of Schedule 1 Paragraph 9 of the Housing Act 1988).

8.2 Guests undertake to behave in a proper, appropriate and legal manner with due respect to the Owner, the Property and other guests and their property. If any guest behaves inappropriately or improperly (of which the Owner will be the final judge on their Property), or illegally, the Owner reserves the right to ask the guest and their party (at their discretion) to leave the Property before the end of the holiday period. Any refund for so doing will be at the entire discretion of the Owner. In addition, the Owner reserves the right to charge the guest for any loss, damage or injury caused to the Owner, the Property or to other guests and/or their property.

9. Breach of Booking Conditions

9.1 If there is a breach of any of these conditions by the Guest or any of their party, the Owners reserve the right to re-enter the Property and end the holiday and ask the Guest and their party to leave in addition to their other rights specified in these Booking Conditions.

10 Governing Law and Jurisdiction

Any dispute will be governed by the non-exclusive law and jurisdiction of the Scottish Courts depending on the location of the Property.

11. Authority to Sign

The guest who confirms the booking (usually via email) certifies that:

1. he or she is authorised to agree the Booking Conditions on behalf of all persons staying at Bramble Bield;
2. they are over eighteen years of age;
3. they agree to take responsibility for the party occupying the Property, and to notify Bramble Bield if they are not a member of the holiday party.

12. Discrepancies

In case of a discrepancy between these Booking Conditions and any other Bramble Bield literature, these Booking Conditions shall prevail.

13. Validity clause

In the event that a court finds that a condition in these Booking Conditions is illegal or void, the illegal or void provision will be severed from the remainder of the Booking Conditions, which will continue to be valid and have full force and effect.