

HOLIDAYS AT NEIDPATH CASTLE AND BARNS ESTATE

TERMS AND CONDITIONS

Confirmation of a booking by the client is deemed acceptance of these terms. Reservations of all holiday accommodation whether made in person, by telephone, email, in writing or from the internet are accepted by Neidpath Castle for Neidpath Barmkin, Queen Mary's Chamber, Barns Tower, Barns Cottage and Barns Bothy bookings, hereinafter referred to as Neidpath Castle, on the following conditions. Neidpath Castle and Barns Tower are family owned companies with their registered address at Estate Office, Longniddry, EH32 0PY

AVAILABILITY AND BOOKINGS

All rates offered by Neidpath Castle are subject to availability and the discretion of Neidpath Castle. Neidpath Castle reserve the right to adjust prices quoted in the brochure or on our website due to errors or omissions or changes in VAT.

A 30% deposit with your booking will reserve your accommodation. The deposit paid on the booking is non-returnable. The balance will be due 8 weeks before arrival date. If for any reason Neidpath Castle has to change the accommodation requested, you can cancel your booking with full refund of monies pre-paid. Neidpath Castle reserves the right to cancel a holiday where full payment has not been received more than 14 days after the due date.

ARRIVAL AND DEPARTURE

Arrival and departure. Your accommodation will be available from 4pm on the day of arrival. Check out is by 10 am.

DOGS

You are welcome to bring up to 2 dogs to any property at. There is a charge of £20 per week per dog. Bookings that include dogs are taken on the understanding that all flea and worming treatments are up to date. Please remember that they should not be left unattended in the accommodation at any time. You, as the dog owner, will be responsible for removing any evidence left by your dog and reimbursing Neidpath Castle for any damage caused. Dogs should be kept on leads whilst outside in the grounds of the Neidpath Castle & Barns Estate.

AMENITIES

The use of accommodation and amenities, such as use of the walks around the estate, where offered is entirely at the users' risk and no responsibility can be accepted for injury, or loss or damage to users' or visitors' belongings.

Further, Neidpath Castle cannot be liable to you, any member of your party or person visiting the property during the period of your hire of it for happenings outside its reasonable control, such as breakdown of domestic appliances, plumbing, wiring, temporary invasion of pests, building works at adjacent properties, damage resulting from exceptional weather conditions or other unforeseeable circumstance.

PARTY NUMBER

In no circumstances may more than the maximum numbers of persons, as stated in the brochure/website, occupy a property. Neidpath Castle reserve the right to refuse admittance if this condition is not observed. No refunds will be given if admittance has been refused for this reason. The person who completes the booking, i.e. the lead name,

certifies that he or she is authorised to agree to the Booking Conditions on behalf of all members of the party, including any changes. The lead name must be over 18 years and a member of the party occupying the property. The lead name agrees to take responsibility for all members of the party. We reserve the right to refuse or revoke any bookings from parties that may in their opinion (and at their sole discretion) be unsuitable for the property concerned.

YOUR RESPONSIBILITIES

For the whole of the period included within your booking, you will be responsible for the property and will be expected to take all reasonable care of it. The property and all equipment and utensils must be left clean and tidy at the end of the hire period. If a property is not left clean and tidy, any additional cleaning costs will be charged to the hirer. Should there be any specific health or mobility difficulties which may affect a party member; this must be pointed out at the initial reservation stage so that the suitability of the property can be assessed.

In line with the change in UK legislation, NeidpathCastle operates a NO SMOKING policy within all interior areas. For resident guests who do not comply with our NO SMOKING policy, a charge will be added to their bill to include the cost of cleaning all soft furnishing to remove the odour of tobacco. We appreciate your co-operation with this No Smoking Policy.

You are recommended to have and is responsible for insurance to cover cancellation, curtailment, and loss of baggage, personal effects and money.

DAMAGE DEPOSIT

It is a requirement when booking to pay a refundable damage deposit. This deposit is due 7 days prior to your stay and held by NeidpathCastle to be applied against the reasonable costs of miscellaneous repairs to and/or replacement of and/or additional cleaning of furnishings, kitchen equipment, crockery, glass, keys, bedding and towels damaged or soiled otherwise than by usual wear and tear during the period of hire by you or other members of your party. The balance of the damage deposit will be returned to you within 7 days of the departure date. Where such costs exceed the accidental damage deposit you will pay such excess to NeidpathCastle within 14 days of being notified.

NEIDPATHCASTLE & BARNS ESTATE

Please bear in mind that much of our properties' character and charm is due to their age and they are at the heart of a historic and active rural estate. Country sports may be taking place on the estate between the months of October and January. If you have any concerns, please talk to us at the time of making your reservation. Also, please remember that should traditional property features (steep stairs or low beams, for example) be a problem for any member of your party, you must consider and mention this prior to booking.

DATA PROTECTION

The information provided by the Client may be processed by NeidpathCastle for the purposes it has notified to the Information Commissioner. By confirming a booking or enquiry, the Client consents to this processing of the information. NeidpathCastle respects the privacy of every individual who visits our

website. The data collected about you will be used to firstly fulfil any service you might request e.g. to request a brochure, make a booking etc and secondly to improve how, as a company, we serve you.

We will under no circumstances give your personal data to third parties. However, unless you specifically ask us not to we will use your data to send you further information from NeidpathCastle. Any e-mail sent to you will always provide you with the option to unsubscribe. This is in accordance with UK Data Protection Legislation.

LIABILITY

Other than for death or personal injury caused by the negligence of NeidpathCastle, NeidpathCastle's liability to the Client is limited to the price of the booking. Unless NeidpathCastle is liable under the above clause, the Client indemnifies NeidpathCastle from and against any and all liability and any claims, proceedings or damages resulting or arising from the booking, event or function, the Client, guests or any outside contractors of the Client. NeidpathCastle will not be liable for failure to perform to the extent that the failure is caused by any factor beyond its reasonable control.

NeidpathCastle does not accept responsibility whatsoever for damage to, or theft from, or theft of, vehicles parked on the NeidpathCastle Estate. We reserve the right to charge guests the cost of rectifying damage, caused by the deliberate, negligent or reckless act, omission, default or neglect of the Clients, their guests or sub-contractors to NeidpathCastle's property or structure. Should this damage come to light after the guest has departed, we reserve the right to make a charge to guest's credit / debit card, or send an invoice for the amount required to make good or remedy any such damage, to the registered address. We will however make every effort to keep any costs that the guest would incur to a minimum.

NeidpathCastle does not accept any liability for services rendered by third parties to Clients notwithstanding that such services may be arranged by NeidpathCastle. Any claim, demand, charge, suit or damages which may be incurred by the Clients or their guest (or any person claiming there-under) shall be made directly with such third parties and NeidpathCastle shall render all reasonable assistance in this regard.

NeidpathCastle cannot accept responsibility for any errors or omissions and reserves the right to cancel, amend or vary the details featured in this website without notice. The information contained in this website is provided in good faith. The use of any information from this website is entirely at the risk of the user. NeidpathCastle will not be liable for any costs, losses, expenses or damages (whether direct or indirect, special, economic or financial) that may be incurred through the use of any information contained in this website or in any other website linked to this website.

CANCELLATIONS AND AMENDMENTS

In the event of cancellations or amendments to bookings, any pre payment made will be refunded if the period is re sold by NeidpathCastle. You will remain liable for full payment unless we are able to re-let all or part of the period booked. An administrative fee of £50 will apply to any change to the booked cottage and/or dates.

If NeidpathCastle cancels prior to the scheduled day of arrival, NeidpathCastle's liability to the Client will be no greater than the amount paid by the client in respect of any booking. Where possible NeidpathCastle may but is not obliged nor will it be liable to

find alternative accommodation for the Client in the event that NeidpathCastle is unable to accommodate the Client.