

# **ORTON HOLIDAY COTTAGES**

## **Booking Cancellation Policy**

**Bookings are made and accepted only on the following conditions:**

### **1. Booking**

Once a booking is confirmed it is not subject to change. If you choose to cancel see section 8 for details of the terms that would apply. Whilst we will be under no obligation to do so, we may in certain circumstances make minor adjustments to your booking on request. In these circumstances, we will charge £20 to make the adjustment.

### **2. Deposit**

A deposit of 1/3rd of the cost of the holiday ("The Deposit") must accompany the booking request, plus the Booking Fee (as detailed at the time of booking). The Booking Fee and Deposit are non-refundable unless Orton Holiday Cottages is unable to accept the booking, and as specified below.

### **3. Insurance**

We recommend that the Guest takes out Travel Insurance when making a booking, even when payment is made in full. Please refer to your own Travel Insurance policy.

### **4. Balance Payment**

Once a booking is confirmed, the Guest is responsible for the full balance of the cost of the holiday. This shall be paid not later than 6 weeks before the booking is due to commence. For bookings made less than 6 weeks before arrival, the total amount is payable in full at the time of booking.

Orton Estate reserves the right to re-let any holiday where any monies due **are more than 7 days in arrears** whereupon any monies paid by the Guest over and above any non-refundable Booking Fee and Deposit will be refunded. However, if Orton Holiday Cottages is unable to re-let the holiday, the Guest will remain liable for the outstanding balance of the cost of the holiday, and (*if applicable*) the Deposit and the Booking Fee.

***\*If the Guest booked their holiday during a Pandemic Lockdown period and is unable to travel by law due to government restrictions, then Orton Holidays Cottages will make a full refund during 2021.\****

### **5. Owner's responsibilities**

Orton Holiday Cottages is solely responsible for providing the accommodation and for the safety of all Guests and/or his/her invitees (jointly known as "the Holidaymakers"). We shall accept no responsibility for personal injury to, or death of, any Holidaymakers, or loss of or consequential loss or damage to their property, or for other matters over which Orton Holiday Cottages has no control, except to the extent that such personal injury or death is caused by the negligence or wilful default of Orton Holiday Cottages.

### **6. Holidaymakers' responsibilities and forfeiture**

The Holidaymakers shall keep the Property and all furniture, fixtures, fittings and effects in, on or at the Property, in the same state of repair as at the commencement of the holiday and shall leave the Property in the same state of cleanliness and general order in which it was found.

The Holidaymaker must report and pay to Orton Estate Holiday Cottages the cost of any damage or breakages made during their holiday occupancy. We also reserve the right to make a reasonable charge where guests have contravened our request for our cottages/houses to be kept smoke free.

The Holidaymakers' right to occupy the Property may be forfeited without compensation if:

- More people or pets than declared to Orton Holiday Cottages at the time of booking or before the commencement of the holiday and/or the number the Property holds, attempt to take up occupation;
- Additional overnight guests are entertained without Orton Holiday Cottages' express permission;
- Any activity is undertaken which is illegal, or may cause unreasonable damage, noise, behaviour or disturbance; or
- Any of the Holidaymakers smoke in or at the Property.

### **7. Unavailability of Property**

In the event of the Property becoming unavailable (such as due to fire or flooding), Orton Holiday Cottages will endeavour to provide the Guest with suitable alternative accommodation or will refund all monies paid, or a proportion in the case of curtailment. Orton Holiday Cottages cannot, however, pay any compensation or expenses as a consequence of such an event.

## 8. Cancellations

In the event of cancellation, Guests may be due a partial refund which is dependent on when notice of cancellation is given to Orton Holiday Cottages before the holiday start date. The refund is calculated as follows:

- 21 or less days notice – No refund due
- 22-35 days notice – 10% of the total accommodation cost
- 36-49 days notice – 20% of the total accommodation cost
- 50-63 days notice – 40% of the total accommodation cost
- **More than 63 days notice** – the Guest's liability for the remainder of the balance will be waived or the balance refunded if this has been paid previously.

If a refund is due, it will be paid within 10 working days of cancellation.

Where a Booking has been taken with a deposit which is less than our standard Deposit (of 1/3 of the total accommodation cost plus Booking Fee), the Guest will, upon cancellation, be liable to pay the difference between the reduced deposit and our standard Deposit.

For all cancellations, the Booking Fee and any extras will be retained.

All prices quoted include VAT and Insurance Premium Tax where applicable at current rates.

## 9. Complaints procedure

In the event of there being cause for complaint concerning a Property, the Guest should take the matter up with the owner, ARGW Millar (or Owner's designated member of staff) at the Orton Estate Office at once. It is important that this is done whilst the Guest is still at the Property so that an on-the-spot investigation can be made if necessary, and remedial action taken if required.

In no circumstances will compensation be considered for complaints raised after the holiday has ended, when the Guests have denied the Owner/Administrator the opportunity of investigating the complaint and endeavouring to remedy matters during the holiday. In the event of a cause for complaint out of office hours, the contact information of individuals ready to help will be provided in our Welcome Notes.

## 10. Our cottages/houses

We make every effort to ensure that the Property details supplied by us are accurately reproduced. Mistakes may occur from time to time, and confirmation should be requested prior to booking. The Guests accept that minor differences between text/photographs/illustrations in the brochure and on the Website and the actual Property may arise. We cannot accept responsibility should the Property not conform to the Guests' standards. If a facility is particularly important to you, please check with us prior to your booking.

## 11. Legal

Any dispute, claim or other matter which may arise in relation to your booking will be governed by Scottish Law and you agree that any dispute will be dealt with exclusively by the courts of Scotland.

***These Booking Conditions will apply to all confirmed bookings, and these Website Booking Conditions supersede all previous editions.***