



HAWKSWOOD COUNTRY ESTATE

# TERMS AND CONDITIONS

## BOOKING TERMS AND CONDITIONS

### 1. CONTRACT

- 1.1. The Contract for renting the Selected Property is between You and the Owner and it incorporates and is subject to these Booking Conditions.
- 1.2. By making a Booking You are deemed to have made an offer to enter into a contract with the Owner for the letting of the Selected Property in accordance with the Booking Conditions.
- 1.3. The Booking will be deemed accepted and the Contract referable to the Booking will come into effect and be legally binding when Hawkswood Country Estate issues confirmation to You.

### 2. BOOKING AND PAYMENT

- 2.1. You may make a Booking by enquiring to Hawkswood Country Estate.
- 2.2. If, when making your Booking, the start date of your proposed Rental Period is more than 4 weeks away, You must pay a deposit to Hawkswood Country Estate. This deposit is 50% of the Rental Fee. The balance of the Rental Fee is payable 30 days before the start of the Rental Period.
- 2.3. The entire Rental Fee is payable at the same time as your Booking if the Booking is made 4 weeks or less before the start of the Rental Period.
- 2.4. Hawkswood Country Estate reserves the right to cancel your Booking at any time and retain the deposit if the balance is not received by the due date.
- 2.5. Hawkswood Country Estate will issue confirmation to You once it has received the enquiry and all money due at the time of Booking in cleared funds provided that the Selected Property is available. You should check the confirmation carefully and notify Hawkswood Country Estate immediately in case of any discrepancy or mistake.
- 2.6. Hawkswood Country Estate may at any time before it issues a confirmation accept bookings from other customers for the Selected Property.
- 2.7. If the Selected Property is unavailable for your selected Rental Period and Hawkswood Country Estate is unable to accept the Booking for this or any other reason, Hawkswood Country Estate will return all money received from you in full.

### 3. GOOD HOUSEKEEPING DEPOSIT

A good housekeeping deposit is a bond which represents your agreement to leave the house, contents and Hydro Spa as you found them.

We will require a good housekeeping deposit from you, as a bond, representing your agreement to leave the property as found. This is £600 per property. The owner may claim for any loss or damage up to the amount of the good housekeeping deposit. In addition to damages, they may claim for excessive cleaning costs, smoking in non-smoking properties over-occupancy etc. They may make a claim for any costs arising from your rental which were not anticipated or factored into your rental.

The good housekeeping deposit is pre-authorised on the credit/debit card used to pay your balance.

#### NO CLAIM

Provided the property is left as found at the end of the rental, no claim will be made and the full amount will be released to the card provided within 7 days following your departure.

#### CLAIM ARISING

If the property owner claims for loss or damage, and informs us of any such claim within the 7 days following your departure, Hawkswood Country Estate will deduct the required amount from your card and inform you of this. The Owner is required to provide you with a breakdown of the claim.



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## 4. METHODS OF PAYMENT

- 4.1. Our preferred method of payment is by bank transfer. You may also pay by card.
- 4.2. For Bookings made less than 1 week before the start of the Rental Period, payment must be made in cleared funds, ie. by bank transfer.

## 5. CANCELLATION

- 5.1. If You cancel the accepted/confirmed Booking for any reason, You must notify Hawkswood Country Estate in writing at the address stated in these Booking Conditions.
- 5.2. A cancellation charge is payable depending on the number of days (or part thereof) before the Rental start date that the notice of cancellation is received by Hawkswood Country Estate. The amount payable is set out below, where 'number of days' refers to the number of days-notice given at cancellation prior to the start date, and the 'Cancellation Charge' refers to the percentage of the Rental Cost of the:

Number of days Charge

30 days or less prior to arrival - 100% of total booking value

31 - 89 days prior to arrival - 75% of total booking value

90 days or more prior to arrival - deposit or the equivalent of 50% of total booking value

- 5.3. If you want to move your booking to an alternative date this is subject to date and rate availability. The new date must be within 12 months of the date of cancellation. We require 4 month's notice to move a booking, there is no option to move your booking after this time period.
- 5.4. If you want to cancel your booking, you can also receive a credit voucher for the monies paid to date to use towards a stay in the future at Hawkswood Country Estate. We require 4 month's notice to receive a credit voucher, there is no option to take a credit voucher after this time period. The credit voucher must be redeemed within 12 months of the date of issue.
- 5.5. If Hawkswood Country Estate is unable to sell any part of the cancelled period, then all monies paid will be forfeit and for this reason we strongly advise clients to obtain their own holiday cancellation insurance. Hawkswood Country Estate shall not repay any monies due to the Client as the result of a booking cancelled by the Client until the cancelled period has been re-sold. Further details of which are set out in condition 16.
- 5.6. If the Selected Property which you have booked and which has been accepted becomes unavailable or unusable for any reason prior to the start of the Rental Period, Hawkswood Country Estate will endeavour to move you to another one of our properties. If we are unable to do so, then we will reimburse any sums received from you in respect of the Contract.

## 6. RENTAL PERIOD

- 6.1. The Rental Period commences, unless otherwise notified, at 4.00 pm on the day of arrival and terminates at 10.00 am on the day of departure. Wherever possible the owners will be as accommodating as possible but any change to the specified arrival and departures time must be by agreement.

The housekeepers will be cleaning and preparing the house anticipating your arrival at 4pm or later. Please do not arrive earlier than this, except by prior arrangement. An unexpected early arrival may lead to the house not being as clean as you would like as cleaners may leave when you arrive.

- 6.2. At certain times of year late departures may be available at Hawkswood Country Estate's discretion.
- 6.3. Hawkswood Country Estate will notify You at the time your Booking is confirmed, if the extended stay is available.
- 6.4. If your stay extends beyond the period of hire in condition 6.1, or such other period as expressly agreed in condition 6.2, You may be subject to a charge for the additional time based on the applicable daily rate for the Selected Property.

## 7. CHANGES OF RENTAL PERIOD

- 7.1. Hawkswood Country Estate will endeavour, but is under no obligation, to consider a request from You to change the Rental Period after it has been confirmed and accepted. Such a request will only be accepted if:
  - The Selected Property is available for the new Rental Period requested;
  - You pay an administration fee of £42.00 (including VAT) and any sums due in respect of any higher prices for the Selected Property for the new dates.



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## 8. USE OF SELECTED PROPERTY

- 8.1. You agree that the number of people staying in the Selected Property will not exceed the maximum capacity of 10 in Hawkwood House, 12 in The Roundel and 12 in Bowhill House. The sleeping arrangements must be within the bedrooms/beds provided as sleeping in any of the public rooms/areas within the properties is strictly prohibited.
- 8.2. If you plan to invite additional non-resident guests to the House please advise the Management as an additional daily charge will be added.
- 8.3. You and your guests will comply with any reasonable regulations relating to the Selected Property or the site within which the Selected Property is situated, which will be communicated to you upon/prior to your arrival at the Selected Property.
- 8.4. By agreeing these Terms & Conditions the Client warrants that they will not sell or transfer the booking to another party.

## 9. CARE OF SELECTED PROPERTY

- 9.1. You agree to keep the Selected Property and its contents in the same condition and repair as found on your arrival at the Selected Property and shall procure that your guests shall also take such care of the Selected Property and its contents.
- 9.2. If either You or any of your guests, by act or omission causes damage to the Selected Property and/or its contents, You agree to pay to Hawkwood Country Estate upon written demand, any reasonable costs incurred in making good any such loss or damage.
- 9.3. You shall abide by all instructions with regard to the use of the Selected Property and its fixtures and fittings as notified to You by Hawkwood Country Estate or the Owner from time to time.
- 9.4. You must ensure that the Selected Property is left in a clean and tidy condition on your departure at the end of the Rental Period. Hawkwood Country Estate may charge You for the reasonable costs of any additional cleaning if this is reasonably considered necessary.
- 9.5. If any property is left in an unacceptable manner and additional Housekeeping is required then a charge shall be retained from the Good Housekeeping deposit to cover cleaning costs.

## 10. RIGHT OF ENTRY

- 10.1. Hawkwood Country Estate and the Owner shall have the right of entry to the Selected Property at all reasonable times, except in an emergency where immediate access may be required, for the purposes of inspection or to carry out any necessary repairs or maintenance.

## 11. RIGHT TO REFUSE BOOKINGS AND TO TERMINATE CONTRACT

- 11.1. Hawkwood Country Estate and the Owner reserve the right to refuse Bookings from: (a) groups of people under the age of 25; and/or (b) hen or stag parties.
- 11.2. You must inform Hawkwood Country Estate at the time of Booking if your party falls in condition 11.1(a) and/or 11.1(b).
- 11.3. Hawkwood Country Estate and the Owner reserve the right to terminate a Contract without prejudice to any rights and remedies accrued by Hawkwood Country Estate or the Owner or You which shall remain following termination and ask You and your guests to leave the Selected Property immediately if it is deemed necessary by Hawkwood Country Estate or the Owner as a result of your behaviour or that of any of your guests or any other material breach of these Booking Conditions.
- 11.4. In the event that your Contract is terminated in accordance with condition 11.3, the Owner reserves the right not to refund to You any part of the Rental Fees in respect of the shortened Rental Period.

## 12. COMPLAINTS

- 12.1. Should there be any cause for complaint during your stay in the Selected Property, You should notify Hawkwood Country Estate promptly and describe the nature of the complaint. Hawkwood Country Estate will use its reasonable endeavours to resolve any complaints on behalf of the Owner but, in accordance with condition 11.1, accepts no liability for its actions all of which are performed on behalf of the Owner who shall be solely liable.
- 12.2. There will be a housekeeper on call, whom You can contact in the event that you have a problem with the Property. The Housekeeper will use their reasonable endeavours to resolve any issues.
- 12.3. Any complaints You wish to make after your Rental Period has ended should be made in writing and sent to Hawkwood Country Estate within a reasonable period thereafter.

## 13. CANCELLATION INSURANCE

- 13.1. If You wish, You may take out cancellation insurance to help protect You from cancellation of your Booking. This is not compulsory.
- 13.2. Where You have taken out cancellation insurance and cancel a Contract with Hawkwood Country Estate, the cancellation must be notified to Hawkwood Country Estate in writing. Should a cancellation be made which is not covered in full under the terms of the cancellation insurance, you remain liable in accordance for any monies owed.



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## 14. DATA PROTECTION

- 14.1. For the purposes of the Data Protection Act 1998, the Owner and Hawkswood Country Estate are Joint Data Controllers of all personal data provided to Hawkswood Country Estate by You. The Owner agrees that Hawkswood Country Estate can process such personal data on its behalf, for the purposes of processing and administering your Booking.
- 14.2. The Owner and Hawkswood Country Estate will comply with the Data Protection Act 1998 and any directions issued by the Information Commissioner in the processing of such personal data.
- 14.3. You agree that Hawkswood Country Estate may process your personal data in this way and may need to pass your personal data on to third parties and organisations who need to know them so that the Booking can be provided.
- 14.4. You agree that Hawkswood Country Estate may also process and store your personal details for its own administration, market analyses and operational reviews.
- 14.5. Hawkswood Country Estate would also like to store and use your personal data for future marketing purposes (for example, sending brochures, details of promotions, or offers which Hawkswood Country Estate feels may be of interest to You). All details, with the exception of credit/debit card data, given to Hawkswood Country Estate at any time will be kept, but only names, contact details and the Booking preferences will be used for marketing purposes unless You are informed otherwise when the information is provided. If You have made your booking by supplying details to Hawkswood Country Estate in writing by agreeing to these Booking Conditions, You consent to Hawkswood Country Estate sending You such information and if you do not wish to receive such information from Hawkswood Country Estate, please notify Hawkswood Country Estate in writing.
- 14.6. Hawkswood Country Estate would like to supply You with promotional offers. If You have made your booking by supplying details to Hawkswood Country Estate in writing, by agreeing to these Booking Conditions, You consent to Hawkswood Country Estate sending you such information. If you do not wish to receive such information, please notify Hawkswood Country Estate in writing.
- 14.7. You have the right under the Data Protection Act 1998 to obtain information about You held by Hawkswood Country Estate. Should you have any queries regarding this right or your personal information please contact Hawkswood Country Estate.

## 15. MISCELLANEOUS

- 15.1. If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 15.2. You shall not, without the prior written consent of Hawkswood Country Estate acting as agent for the Owner, assign or transfer, or deal in any other manner with all or any of your rights or obligations under this Contract.
- 15.3. A person (other than Hawkswood Country Estate) who is not a party to this Contract shall not have any rights under or in connection with it.
- 15.4. The Contract shall be governed by and construed in accordance with Scottish law and shall be subject to the exclusive jurisdiction of the Scottish Courts.

## 16. LIABILITY

- 16.1. Nothing in these Booking Conditions shall limit or exclude the liability of the Owner or Hawkswood Country Estate for death or personal injury resulting from its negligence or for fraudulent misrepresentation or for any liability which cannot be excluded by law.
- 16.2. Subject to condition 15.1 all warranties, conditions and other terms implied by statute or common law are, to the extent permitted by law, excluded from the Contract.
- 16.3. Subject to condition 15.1 the Owner and/or Hawkswood Country Estate shall not be liable for any actual or alleged indirect or consequential loss howsoever arising suffered by You, or for any loss (either direct or indirect) of profits, anticipated profits, savings, business or opportunity or loss of publicity or loss of reputation or opportunity to enhance reputation or any other sort of economic loss.
- 16.4. Subject as stated in condition 15.1, the aggregate liability of the Owner and/or Hawkswood Country Estate to You for breach of contract, misrepresentation, in tort or otherwise arising under or in connection with the Contract shall be limited to damages not exceeding three times the total amount of the Rental Fee received from you.
- 16.5. Hawkswood Country Estate will not refund any monies paid due to a pandemic, however we will endeavour to reschedule those bookings affected.



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## 17. FORCE MAJEURE

17.1. Neither Hawkswood Country Estate nor the Owner shall be liable for any delay or non-performance of their obligations under the Contract to the extent that the performance is interrupted or prevented by any act or omission beyond its reasonable control. Hawkswood Country Estate or the Owner shall as soon as reasonably practicable upon it becoming aware of the same notify You.

## GENERAL NOTES

### A GUEST SAFETY

The Owner and Hawkswood Country Estate take guest safety very seriously. Therefore we ask that Guests who stay in a Property take a few moments on arrival to think about their safety. In particular we ask that Guests should:

- Check the layout of the Property, so that in an emergency you and your party can get out quickly and easily;
- Check the locations of the fire extinguishers and fire blanket and read the instructions for use;
- Check the location of the first aid kit; and
- Read and take note of specific safety information provided in the Property.

If you have any concerns about the safety of the Property, whether it be the garden, equipment or facilities you should contact Hawkswood Country Estate immediately.

### B LOCATION

Hawkswood Country Estate is in a rural location and can experience some animal noise and occasionally noise from grass cutting or other farm machinery or activities.

### C ONE COMPLIMENTARY RETURN LUXURY TRANSPORT PER DAY (Excluding the festive period)

Hawkswood Country Estate has a 16-seater mini coach available for hire by guests. For stays of three nights or more we offer one complimentary return transfer per day (excluding the festive period). Our 16 seater vehicle is available to guests requiring transfers to and from their destination within the St Andrews / East Neuk area. Transport requirements MUST be booked prior to arrival. Any additional transfers are chargeable.

Transport hours are between 08.00 and 20.00 hours back at the estate seven days a week and is subject to availability.

The management cannot guarantee any specific transfer times during busy periods. Please note the complimentary transfer is per party and not per house when renting multiple properties.

Edinburgh Airport transport  
16 seater £220.00 one way

Dundee Airport / Carnoustie Golf Course transport  
16 seater £160.00 one way

St Andrews / East Neuk area transport  
16 seater £80.00 one way

### TOURS

The company will undertake transfers in addition to the above which are subject to separate negotiation. Tour days are priced on an 8 hour day, 8am - 4pm.

### D COMPLAINTS

Great effort is made to maintain the highest standards of furnishing and fittings. On the very rare occasion when you may experience a shortfall in housekeeping or maintenance, please call the management on 07702 055071 during your stay so that the Owners or Hawkswood Country Estate can try to minimise any inconvenience, discomfort or dissatisfaction.

### E GUEST DAMAGE

You should report accidental damage or breakage if and when it happens. Repairs or replacement items can then be arranged in advance of the arrival of the next guests.



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### F PETS

Pets are allowed on REQUEST ONLY. Charges apply of £20 per night per pet. A maximum of two pets are permitted in one stay. Pets must be confined to the ground floor only and not permitted in any bedrooms or on any furniture. Guests must clean up any mess outdoors.

### G SMOKING/VAPING

Hawkswood Country Estate operates a non-smoking policy. Guests wishing to smoke can do so in the designated outdoor area where metal bins are provided for cigarette ends. If it is found that smoking has taken place within any property, a fine of £200 will be applied to the good housekeeping deposit plus any costs for specialist cleaning to make the property fit for sale as a non-smoking environment.

### H LOG BURNERS (HAWKSWOOD HOUSE AND BOWHILL HOUSE)

The log burners can get very hot, please refrain children from touching them.

### I LOSS OF POWER SUPPLY

On the rare occurrence a loss of electricity power supply takes place in the local area, we shall endeavour to do all we can to make guests comfortable. We do not accept responsibility for such events.

### J SPECIAL REQUESTS

Special requests may be made prior to travel and whilst we will endeavour to meet them, this cannot be guaranteed. Under no circumstances will requests accepted by us form part of our contractual obligations. Unless agreed in writing by Hawkswood Country Estate on behalf of the Owner, Hawkswood Country Estate does not accept liability for special requests that are not fulfilled.

### K PROBLEMS DURING YOUR STAY

In the rare event that you have a problem with or complaint about your accommodation, please call the Housekeeper as quickly as possible so that swift action can be taken to remedy the situation.

### L WITHDRAWAL OF FACILITIES

We reserve the right to alter or withdraw amenities or facilities or any activities without prior notice; where reasonably necessary due to repairs, maintenance, weather conditions and circumstances beyond our control.

### M SELF CATERING

Self catering means you have your own space to stay in where you make your own meals. Hawkswood Country Estate provide enough basic provisions for the first night or two. If you run out of any provisions during your stay, you will be expected to top up your own supplies.