



**Please read the following carefully. If you have any queries, please do let us know.**

#### **Condition of Rental**

By paying your deposit and on the return of your signed booking form, you are agreeing to all of our Terms and Conditions as stated below.

1. Our prices are based on a per week basis commencing on a Saturday, arriving after 4pm and departing by 10am, unless another time is pre-arranged and agreed with Swanston Farm. These prices include your Wi-Fi, a reasonable amount of gas and electricity units for your stay, parking, linen, towels and VAT.
2. Your deposit must be paid before your booking can be confirmed. The deposit will either be £300 or 50% of the total price, whichever is the lowest amount.
3. The remaining balance must be paid no later than 6 weeks before arrival. If your booking was made within six weeks of the arrival date, the full amount must be paid upon booking.
4. The deposit is 90% refundable up to 6 weeks prior to the date of your arrival, 50% refundable between 6 weeks and 7 days prior to the date of your arrival and no refund is available if your booking is cancelled within 7 days of your arrival. Any cancellations must be made in writing and acknowledged by us.
5. Dogs are permitted at an additional charge of £20 per dog per week. Dogs are not allowed upstairs, on sofas, beds or other furniture. We do not provide dog beds so please bring your own. Owners must ensure that there is no mess left from the dog in the house or in the garden. This is a working farm, so when out walking your dog please ensure that they are on a lead and under control and all dog fouling is collected in a dog-foul bag and disposed off in a bin. We withhold the right to charge an extra £50 cleaning fee plus further fees for any dog foul left or damage caused by guest's dog(s).
6. Extra bedding can be supplied at an additional charge of 10% of the total booking cost per (extra) person. If you are requiring the use of our sofa beds or Z Beds you must let Swanston know at least 1 week prior to your arrival date. No other persons are permitted to reside at the property, other than those persons specified at the time of the booking (unless with the prior permission of the owners).
7. If for any reason beyond the owner's control, the property is unavailable on the day when the hire period is due to begin (e.g. due to floor, fire damage, etc.) or the property becomes unsuitable for holiday letting during a booking, Swanston Farm Ltd will make every effort to find a suitable alternative property, however the hirers shall have no further claim against the owners if they cannot do so. The hirers will receive a refund of rent and charges already paid, less rent due for the period when the property was occupied.
8. We expect the cottage to be left in the same standard it was found in. The property must be respected and looked after during any stay and left in the same clean and tidy condition, with full inventory, as it was on arrival. If not an extra cleaning charge of £50 will be applied. All damage/losses/breakages incurred at the property or to the furnishings must be reported to the owners immediately and paid for prior to departure.
9. Please be respectful at all times to neighbours and keep the noise to a minimum.
10. Smoking is strictly prohibited in all accommodation. In line with The Smoking, Health & Social Care (Scotland) Act 2005 passed by the Scottish Parliament in 2005 that it is an offence to smoke any tobacco or nicotine vapour product in any wholly or substantially enclosed space in Scotland. If there has been smoking in the cottage we withhold the right to charge an extra £50 cleaning fee.
11. The owners shall not be held responsible or liable for any accident, loss or mishap to any persons or their property whilst using the premises, or for any illness or injury arising from any cause whatsoever.
12. You should have two keys per house. Please leave your cottage unlocked when you check out and the keys in the back of the front and back doors. The cost of a replacement key (£30) will be charged to you if the keys are lost or not returned.
13. The owners shall be allowed access to the property during the rental for all reasonable purposes - notice will be given whenever possible.
14. The responsibility for personal property and any vehicle parked at Swanston Farm Holiday Cottages is solely that of the guest/s.
15. Guests are responsible for shutting all exterior doors and appropriate windows and securing the accommodation when absent or sleeping and for minimising fire risk in the property at all times.
16. Children should be supervised when outside the confines of the cottages and gardens and care should be taken by all visitors when within the farm environment. Minors must not be left alone in the properties at any time.
17. In the event of any breach of the above terms, or if complaints or disputes arise which give cause for disturbance, or behaviour occurs that is deemed by the owners to be unacceptable, we reserve the right to access the property without prior notice/permission and to ask any person/s to vacate the property with immediate effect, without notice or any reimbursement of monies paid in advance for the full term of the booking.
18. Please ensure that you have arranged your own travel insurance, as Swanston Farm does not provide this.
19. In line with the GDPR legislation you can see our full Data Privacy Policy on our website.



## Wi-Fi and Internet usage

### 1. Extent of Service

- 1.1 We do not recommend the use of any websites in particular (or other internet related service) (internet service) and your use of the internet service is carried out entirely at your own risk.
- 1.2 We have no responsibility for, or control over, the internet services you access and do not guarantee that any services are error or virus free.
- 1.3 We have no responsibility for, or control over, the information you transmit or receive via the service.
- 1.4 Save for the purposes of network diagnostics, we do not examine the use to which you put the service or the nature of the information you send or receive.
- 1.5 We do NOT guarantee:
  - 1.5.1 *The availability of the service.*
  - 1.5.2 *The speed at which information may be transmitted or received via the service.*
  - 1.5.3 *That the service will be compatible with your equipment or any software that you use.*
- 1.6 Whilst we take reasonable steps to ensure the security of the service and prevent unlawful access to information transmitted or received using the Service, we do not guarantee the security of the information which you may transmit or receive using the service or located on any equipment utilising the service and you accept that it is your responsibility to protect your information and have adequate security (interims or equipment and procedures) to ensure the security, integrity and confidentiality of your information and data.
- 1.7 We reserve the right at all times to withdraw the service, change the specifications or manner of the use of the service, to change access codes, usernames, passwords or other security information necessary to access the service.

### 2. Your use of the service

- 2.1 You must not use the service to access internet services or send or receive emails which;
  - 2.1.1 *are defamatory, threatening, intimidatory or which could be classed as harassment,*
  - 2.1.2 *contain obscene, profane or abusive language or material,*
  - 2.1.3 *contain pornographic material (that is text, pictures, films, video clips of a sexually explicit or arousing nature),*
  - 2.1.4 *contain offensive or derogatory images regarding sex, race, religion, colour, origin, age, physical or mental disability, medical condition or sexual orientation,*
  - 2.1.5 *contain material which infringe third party's rights (including intellectual property rights),*
  - 2.1.6 *in our reasonable opinion may adversely affect the manner in which we carry out our business or are otherwise unlawful or inappropriate.*
- 2.2 Music, video, pictures, text and other content on the internet are copyright works and you should not download, alter, email or otherwise use such content unless certain that the owner of such works has authorised its use by you.
- 2.3 We may terminate or temporary suspend the service if we believe that you are in breach of any provisions of this agreement including but not limiting to clauses 2.1 to 2.3 above.
- 2.4 We recommend that you do not use the service to transmit or receive any confidential information or data and should you choose to do so, you do so at your own risk.
- 2.5 The service is intended for consumer use only and not for commercial purposes.

### 3. Criminal activity

- 3.1 You must not use the service to engage in any activity which constitutes or is capable of constituting a criminal offence, either in the United Kingdom or in any state throughout the world.
- 3.2 You agree and acknowledge that we may keep a log of Protocol ("IP") addresses of any devices which access the service, the times when they have accessed the service and the activity associated with that IP address.
- 3.3 You agree and acknowledge that we may be required to provide assistance and information to law enforcement, government agencies and other authorities.
- 3.4 You further agree we are entitled to co-operate with law enforcement authorities and rights-holders in investigation of any suspected or alleged illegal activity by which you may be included, but is not limited to disclosure of such information as we have whether pursuant to clause 3.3 or otherwise) and are entitled to provide by law, to law enforcement authorities or rights holders.
4. You agree to compensate us fully for any claims or legal action made or threatened against us by someone else because you have used the services in breach of these Terms and Conditions, and in particular clause 2.1 to 2.3 and 3.1 above.