

These terms and conditions (the “terms and conditions”) are between Blairmore Farm & Estates Ltd (“we”, “us” and “our”) and the holidaymaker(s) who book our property (the “Property”). References to “you” or “your” are references to the person making the booking (“Booking”) and all members of the holiday party.

Any Booking is subject to the conditions below. These Terms and Conditions form the basis of your contract with us so please read them carefully. Nothing in these Terms and Conditions affects your normal statutory rights.

I. Making your booking

- I.1. Blairmore Farm & Estates has a two night minimum stay requirement with the exception of the festive period during which time there is a 3-5 night minimum stay period depending on the size of the cottage.
- I.2. To book the Property with us you should make both the payments specified in the initial quote we email to you (the “Quote”). If the Quote stipulates that you pay an initial deposit (the “Initial Deposit”) followed by a balance payment (the “Balance”), you must make both payments within the time periods specified. If the Quote asks you to make a payment in full, you must pay the full amount by the due date. If the Quote specifies that any Security deposit (the “Security Deposit”) and/or a cleaning or other fee(s) (“Other Fee(s)”) is payable, you must also make that/those payment(s) within the time period specified.
- I.3. Once the Initial Deposit or full payment has been received, you will receive an email confirming the Booking. The contract between us will only be formed when you receive the payment confirmation email and is subject to these Terms and Conditions.
- I.4. You should carefully check the details of your Booking before making a payment (as well as the confirmation email) and inform us immediately of any errors or omissions.
- I.5. The price paid includes accommodation, heating, bedlinen, and towels, basic supplies required for kitchen cleaning and dishwashing, a supply of logs for the wood burning stove (including kindling, newspaper and matches / lighter) and WIFI.

- 1.6. Bookings made through third parties and online travel agents such as Booking.com, AirBNB and TripAdvisor are subject to payment terms and conditions relating to those particular booking platforms. Apart from this they are subject to all other terms and conditions.
 - 1.7. Please inform us of any larger gatherings, stag do's, hen do's, parties, student groups, weddings etc. Dependent on the nature of and number of guests we may require a Security deposit to confirm your booking.
2. **Paying for your booking**
 - 2.1. Where you have only paid an Initial Deposit, you are required to send to us your payment for the Balance and the Security Deposit and/or Other Fee(s) at least 28 days prior to the arrival date specified in your Quote (the "Arrival Date"). If you fail to make a payment due to us in full and on time we may treat your Booking as cancelled by you.
 - 2.2. Payments for additional guests services and for Farm Kitchen orders are to be paid prior to your departure.
3. **The Security Deposit**
 - 3.1. The Security Deposit may be used for any repair and/or replacement of the Property, furnishings, walls, floors, bed linens, towels, fixtures and fittings that are necessary after your stay. We will return the Security Deposit to you within 7 days following the return of the keys to us, less any deductions in accordance with the conditions listed above. Any Cleaning Fee will be used to clean the Property, furnishings, fixtures and fittings following your stay and is non-refundable. Any Other Fee(s) described in the final invoice and are non-refundable.
 - 3.2. Any damage must be reported as soon as it has happened to a member of the Blairmore Team.
 - 3.3. Blairmore Farm & Estates reserves the right use the security deposit for the following:
 - Repair and/or replacement of the property furnishings and or fittings
 - Unpaid bills from the Farm Kitchen or Bar

- The balance of the booking including any additional guest services such as dogs and baby packs
4. If you cancel or amend your Booking
- 4.1. We strongly recommend that guests take out holiday insurance to protect against unforeseen circumstances that cause them to cancel their booking.
 - 4.2. If you need to cancel or amend your Booking you must write to us or email us as soon as possible. A cancellation will not take effect until we receive confirmation in writing or via email from you. The cancellation policy described in your Quote (“Cancellation Policy”) applies to your booking.
 - 4.3. If you have booked through a third-party or online travel agency such as Booking.com or AirBNB please check the cancellation policy that is with that particular third-party.
5. If we cancel or amend your booking
- 5.1. We would not expect to have to make any changes to your booking, but sometimes problems occur and we do have to make alterations or, very occasionally cancel bookings.
 - 5.2. If this does happen, we will contact you as soon as is reasonably practical and inform you of the cancellation or the change to your Booking. If we cancel your Booking, we will refund you any fees you have already paid to us. However, we will not be liable to refund you for any fees you may have paid to any third party in connection with your holiday (including, without limitation, fees for travel, entertainment, activities or insurance).
6. Force Majeure
- 6.1. The company may have to make changes for reason of Force Majeure, meaning unusual or unforeseeable circumstances beyond its control, the consequences of which neither our suppliers nor we could avoid. Example: industrial disputes, natural disaster, fire or adverse weather conditions, acts of god, malicious damage, flood, acts of terrorism, global pandemic, or similar events beyond our control. The company shall not be liable for any loss, damage, or costs resulting from a Force Majeure event. Whilst every effort will be made to ensure the

provision of your booking, the company can not be held responsible for shortcomings or conditions outside of their control.

7. The Property – Check-in and Check-out times

- 7.1. You can arrive at the Property after 4pm on the arrival date for your holiday and you must leave by the time specified by 10am on the departure date. We will let you know these times by email. Unless specifically requested check-in is from 4 pm on the day of arrival and check-out is no later than 10am on the day of departure.
- 7.2. Early check in and late check out are occasionally available and dependent upon guest bookings and scheduled maintenance. These must be organized in advance and are available at an additional cost depending on the size of cottage you are staying in.
- 7.3. If your arrival is delayed or you intend to arrive after 8pm, you must contact Blairmore's management / owners, by contacting the person whose details are given on the booking confirmation so that alternative arrangements can be made. If you fail to do so you may not be able to gain access to the Property as the reception is unavailable after 8pm. If you fail to arrive by midday on the day after the Arrival Date and you do not advise the contact of your anticipated late arrival we may treat the Booking as having been cancelled by you and we shall be under no obligation to refund you for fees already paid to us. See the Cancellation Policy.

8. Your obligations

- 8.1. You agree to comply with the regulations set out in any property manual provided to you and any other regulations reasonably specified by us from time to time and ensure that they are observed by all members of your party. You agree to keep and leave the Property and the furnishings, including items such as kitchen equipment, crockery and glasses clean and in good condition.
- 8.2. You agree not to cause any damage to the walls, doors, windows or any other part of the Property nor to do anything that may be reasonably considered to cause a nuisance or annoyance to us or to any other occupier of adjoining or neighboring properties.

- 8.3. Use of sticky tape or BluTack on the walls is strictly prohibited due to the damage that it causes paint work
- 8.4. You agree to take all necessary steps to safeguard your personal property.
- 8.5. You agree to ensure that each member of your party is covered by comprehensive travel insurance (including cancellation, flight delays, loss and damage to baggage and other property) and health insurance (including evacuation and repatriation coverage).
- 8.6. YOU CANNOT ALLOW MORE PEOPLE TO STAY IN THE PROPERTY THAN EXPRESSLY AUTHORISED, NOR CAN YOU SIGNIFICANTLY CHANGE THE MAKEUP OF THE PARTY DURING YOUR STAY IN THE PROPERTY, NOR CAN YOU TAKE YOUR PET INTO THE PROPERTY UNLESS IT IS SHOWN ON YOUR BOOKING FORM OR DETAILED IN OTHER CORRESPONDENCE AND AGREED WITH US IN ADVANCE. If you do so, we can refuse to hand over the Property to you, or can require you to leave it. We will treat any of these circumstances as a cancellation of the Booking by you and we shall be under no obligation to refund you for fees already paid to us in those circumstances. Any refund will be at our sole discretion.
- 8.7. You agree to allow us or any representative of ours access to the Property at any reasonable time during your stay for the purpose of essential repairs or in an emergency.

9. Children and Visiting Guests

- 9.1. Blairmore Farm & Estates Limited welcome families and children
- 9.2. Farms are wonderful places to play and explore but we ask that children and babies must be supervised at all times. There must be a responsible adult capable of looking after children and babies present throughout the entire hire period.
- 9.3. For the purposes of this clause a child is considered to be anyone under the age of 18.
- 9.4. Blairmore Farm & Estates Limited staff cannot take responsibility for the care of minors or for the recommendation of appropriate care givers.
- 9.5. We have a baby pack available by pre-booking, which includes child gates, a travel cot with linens and a highchair for use during your stay. Please be aware

that they are used entirely at your own risk. Travel cots rental includes linen and towels for the child under the age of 3.

- 9.6. Visitors are allowed to drop by and visit.
- 9.7. Visitors **MUST NOT** sleep over unless they are booked in at the time of booking.

10. Candles

- 10.1. We do not allow the lighting of candles in any of the properties

11. Fireworks or Sky Lanterns

- 11.1. Fireworks or Sky Lanterns may not be set off at any time. Blairmore Farm is a working farm and is surrounded by working farms. Both Fireworks and Sky Lanterns can cause physical damage, distress and even death to our livestock and that of the surrounding farms.

12. Condition on departure

- 12.1. We would appreciate it if the cottages can be left in a clean and tidy condition. The cottages are cleaned thoroughly between each let.
- 12.2. An additional cleaning charge of £100 may be levied should the cottage/s require a deep clean after a guest has stayed. Guests will be contacted if this is the case within 24 hours of their departure.
- 12.3. We reserve the right to charge individual guests or lead guests for the cost of rectifying damage or additional cleaning which has been caused by the deliberate, negligent or reckless acts of guests to Blairmore Farm & Estate Limited's property or structure. If such damage is discovered during the stay it will be drawn to the guest's attention but if discovered after guests have departed then we reserve the right to make a charge to the guest's credit / debit card, or send an invoice for the costs for payment to the registered address. We will however make every effort to rectify any damage internally prior to contracting specialists to make the repairs, and therefore will make every effort to keep any costs that guests would incur to a minimum.
- 12.4. We reserve the right to charge individual or lead guests for the additional costs of cleaning the property or properties as a result of the cottages being left in condition that is a result of the guests leaving the property in an 'unacceptable

state'. An 'unacceptable state' being one where aside from general cleaning additional time is required to clean the property to the state in which it was handed over to the guests at the time of arrival. For example, dishes left in the sink, bins not emptied, crockery not cleaned, items not placed in the bin.

13. Smoking

- 13.1. The inside of all holiday cottages and reception are strictly NO SMOKING. The owners take this no smoking policy very seriously and any evidence of smoking will lead to £200 being taken from the Security deposit as a deep cleaning charge.
- 13.2. There are designated smoking areas outside reception and ashtrays are on each of the patios.
- 13.3. There is to be no littering or dropping of cigarette / cigar butts anywhere on the farm as this can endanger the health of our livestock.
- 13.4. In the event of smoking inside the cottages an additional charge of £200 will be made.

14. Drugs

- 14.1. The company has a strict zero tolerance policy on drugs and any illegal substances. If any guest is found to be under the influence, the booking will be terminated without refund with immediate effect and the police will be notified.

15. Dogs

- 15.1. Dogs are allowed at Blairmore Farm by prior arrangement. A £10 charge per dog per stay is payable with your final balance or during your stay by prior arrangement only.
- 15.2. Dogs MUST be kept on a lead at all times on the farm.
- 15.3. Dogs MUST NOT be left unaccompanied in the accommodation or anywhere on the farm at any time.
- 15.4. Any dog fouling anywhere on the farm etc must be cleared up without delay and disposed of appropriately. This does NOT include hanging it on our fence posts, this can endanger the health of our livestock!
- 15.5. The owner must bring the dog's bed or basket for sleeping in.

- 15.6. Dogs MUST NOT go in any of the bedrooms, upstairs in any of the properties (stair gates are provided) or be allowed on any furnishings in the cottages. Dog hair should be cleared up before departure.
- 15.7. Dog owners must ensure that their pets are free from parasites and fleas before they occupy the property. Failure to do so will incur subsequent charges.
- 15.8. Properties that do not take dogs may have on occasion had assistance dogs in them.
- 15.9. Additional cleaning following a canine guest may incur an additional charge, this will be at the managements discretion.

16. Complaints

- 16.1. Every effort has been made to ensure that you have an enjoyable and memorable holiday. If however, you have any cause for complaint it is important that remedial action is taken as soon as possible.
- 16.2. It is essential that you contact us if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve difficulties properly unless we are promptly notified. Discussion of any criticisms with us whilst you are in residence at the Property will usually enable any shortcomings to be rectified straightaway. In particular, complaints of a transient nature (for example, regarding preparation or heating of the Property) cannot possibly be investigated unless registered whilst you are in residence.
- 16.3. If any complaint cannot be resolved during your holiday, you must write to us with full details within 28 days of the end of it.

17. Our liability

- 17.1. Our maximum liability for losses you suffer as a result of us acting in breach of these terms and conditions is strictly limited to the total fees you have paid for the Booking.
- 17.2. We shall not be liable for any losses which are not a foreseeable consequence of us breaking these Terms and Conditions. Losses are foreseeable where they could be contemplated by you and us at the time your Booking is confirmed by us.

- 17.3. Your Booking is made as a consumer for the purpose of a holiday and you acknowledge that we will not be liable for any business losses incurred by you.
- 17.4. We shall not be liable to you for any personal injury or damage to or loss of personal property, except where the injury, damage or loss is caused by our negligence.
- 17.5. This does not exclude or limit in any way our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation; or for any matter for which it would be illegal for us to exclude or limit, or attempt to exclude or limit, our liability.

18. Bad Conduct

- 18.1. Guests who conduct themselves in an unruly manner towards Blairmore staff/management, the owners or other guests, they will be asked to leave Blairmore immediately with no refund of their booking.
- 18.2. Loud music, gatherings of guests outside the cottages, and loud conduct after 10 pm is NOT PERMITTED on any given day and could be considered bad conduct.

19. Law

- 19.1. The contract between you and us is governed by the law of Scotland and we both agree that any dispute, matter or other issue which arises between us will be dealt with by the Courts of Scotland.

20. General

- 20.1. You may not transfer your Booking or any rights and responsibilities under these Terms and Conditions to any other person, without our prior written consent.
- 20.2. If at any time any part of these Terms and Conditions is held to be unenforceable for any reason under any applicable law, that part shall be deemed omitted and the enforceability of the remaining parts shall not in any way be affected by that omission.
- 20.3. These Terms and Conditions, together with the Quote, the Cancellation Policy and our confirmation email contain the entire agreement between us and you



relating to the Booking and supersedes any previous agreements, arrangements or discussions.

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www.blairmorefarm.com

Blairmore Farm, Fowlis Wester, Crieff, Perthshire, PH7 3NW
t: 01764683789 m: 07919 416 040 e: reservations@blairmorefarm.com