



Effective Date: 28th September 2022. The following supersedes all prior Terms & Conditions. By participating or continuing to participate after the effective date, you agree to the following:

MAXIMUM OCCUPANCY: 6 persons

**For occupancy purposes, any child of two years or over will be deemed to be one occupant
Properties that sleep 6 have 1 cot**

Arrival time: 1600hrs Departure time: 1000hrs

By making this booking, you agree to abide by the Terms and Conditions set out below.

TERMS & CONDITIONS

- 1. Contract** - The Contract for a short-term holiday rental shall be made between the Client and Kenmore Quarry Ltd T/A Balloch Park. The Contract shall be governed by Scottish Law. The contract will be deemed to be entered into when the initial deposit is processed and Balloch Park issues confirmation. The Contract will be subject to all of the following booking conditions. By making a booking the client contracts on behalf of himself/herself and all those in his/her party and represents that he/she has the authority to accept these conditions on behalf of and binding upon all guests in his/her party. Bookings are accepted on the understanding that the property is taken for holiday purposes only and that, excepting babies, the number in each party is limited to the number of occupants stated on our website for that particular property. The lead hirer must be a minimum age of 21 years. The lead hirer is responsible for ensuring their party complies with any Scottish or UK Government directives or restrictions in place at the time of their stay.
- 2. Payment** - A deposit of 50% of the rental fee is payable at the time of booking and the remaining balance payable 6 weeks prior to the commencement date. For bookings made less than 6 weeks prior to the commencement date the total rental fee is payable at the time of booking. Payment can be made by debit or credit card in sterling (UK pounds), bank transfer, cheque, or cash. All card details are stored securely on our booking system should any Housekeeping deposit be applicable after departure. All cheque payments made to Balloch Park. For any overdue balance payments, we reserve the right to charge £10.00 per day until settlement is received. We reserve the right to re-let the property if final payment is not received by the due date.
- 3. Cancellations** - Bookings can be cancelled at any time prior to arrival *but* any payments received are non-refundable and can't be exchanged for alternative dates, accommodation, goods or services. Most cancellations arise due to unforeseen circumstances therefore it is imperative Clients obtain appropriate holiday/travel insurance to cover any such circumstances including COVID related conditions. We don't sell insurance as there are many providers. Any cancellation made by the Client, for whatever reason must be in writing, a £35.00 admin fee applies to all cancellations. Should we have to cancel your booking due to circumstances beyond reasonable control we will make every effort to offer alternative accommodation on site. If this is not possible all monies paid to us in relation to the cancellation will be fully refunded, our liability will not extend beyond this.
- 4. Pandemics, natural disasters, and global events** – Please ensure you have adequate holiday/travel insurance in place to cover such eventualities.
- 5. Low noise** – Balloch Park is a mixture of residential, private holiday homes and self-catering lodges. We have a low noise policy between the hours of 10pm – 9am. Failure to observe these conditions may result in your party being asked to leave the accommodation with no refund issued.
- 6. Over occupancy** – According to Scottish Fire safety regulations an occupant is defined as any person's ages 3 and above. Occupancy for each property is stated above. Properties that sleep 6 people are allowed one infant aged 2 or under over and above the occupancy of the property. If you are found to be over occupying a property you may be asked to vacate the property with no refund issued. (Maximum occupants and 1 infant under the age of 2)
- 7. VAT** - VAT is included in the rental fee where applicable. At the current UK VAT standard rate.
- 8. Period of Hire** - Rentals commence at 4pm on the day of arrival and terminate at 10am on the day of departure. **The Lead Hirer is the only person that can collect the key unless Reception is otherwise informed prior to arrival.** On rare occasions, due to additional cleaning protocols and checks, the commencement time may be slightly later than 4pm. No compensation will be payable should such an occasion arise.
- 9. Hot Tubs** - Our hot tubs are drained and cleaned after every use. Appropriate chemicals replenished & hot tub refilled prior to each arrival. Your hot tub will not be ready for use on arrival. Please do not use any glassware in or around the hot tub. Use at your own risk. Do not stand/sit on the hot tub covers, they will break, and you may be charged up to £400 for a replacement. Hot tub covers are for insulation purposes and are not designed to support a person/s weight. In the unlikely event of an unforeseen malfunction (excludes user negligence), refund of up to £100 may be applicable. **Due to the peaceful location at Balloch Park, hot tubs cannot be used between the hours of 10pm - 9am, any use during these hours will result in the tub being switched off for the remainder of your stay and no monies refunded.** Separate Hot Tub T&C's apply.

10. **Concerns** - Should there be any concerns during the occupation of the property, Balloch Park should be notified immediately.
11. **Care of the property** - The Client shall take all reasonable and proper care of the property and its furniture, pictures, fittings, and effects in or on the property and leave them in the same state of repair and in the same clean and tidy condition at the end of the rental period as at the beginning, otherwise an additional Housekeeping charge may apply. We ask no furniture to be moved within the property and no decorations be attached to walls or furnishings as this may cause surface damage.
12. **Good housekeeping deposit/breakages or damage** - Balloch Park have the right to take a payment of up to £300 from the Lead Hirer's credit/debit card as a Good Housekeeping guarantee within 28 days of departure. Initial communication re any breakages/damages will be made within 48 hours of departure.
13. **Liability** - Balloch Park its employees and agents do not accept third party liability in respect of breach of contract, negligence, misrepresentation or otherwise and are not liable for any loss or damage to any client's property or any property belonging to a member of the client's party howsoever caused.
14. **Lost Property** - Whilst every effort is made to return lost property to its rightful owner Balloch Park cannot be held liable for items left behind, damaged in storage, or lost in transit. Please contact us as soon as possible if you think you have left anything behind. We hold lost property for 1 month then dispose. Should you wish your item to be returned we kindly request that the cost of postage/packaging be paid for prior to returning your lost property. All perishable foods, including frozen items, are automatically disposed of at the departure day/time of changeover.
15. **Warranties** - Balloch Park does not warrant and is not responsible for the accuracy of any verbal information given or statements made by any of its representatives.
16. **Right of entry** - Balloch Park shall be allowed the right of entry to the property at all reasonable times for purposes of inspection or to carry out any necessary repairs or maintenance.
17. **Children** - Guests must accept responsibility for the safety of their children at all times whilst on the Balloch Park.
18. **Dogs** - Guests who bring dog/s must take full responsibility for their pet at all times and must pick up all fouling. Dog/s are allowed by prior agreement only. Guests must bring their own dog/s bedding & bowls. Dogs are not allowed into bedrooms or onto any furniture and must not be left unattended in the house at any time. Maximum of 2 dogs per property. Nightly charge per dog is £10.00. See separate terms & conditions.
19. **Groups / Celebration Parties** - While we welcome some celebration parties, we ask all guests to please respect the peace and tranquillity of the area and that noise be kept to a minimum with no noise/hot tub use after 10pm. Failure to observe these conditions may result in your party being asked to leave the accommodation and no refund issued. **Reservations for more than 1 lodge MUST be made by telephone to 01887 830733, failure to do so may result in your reservation being cancelled and loss of any monies paid.**
20. **Insurance** - The guest is responsible for purchasing their own travel insurance policy before the start of the cottage rental, so they are covered for missed and delayed departure, cancellation and curtailment, personal items and transfer to hospital if needed. If the guest is a non-UK resident, then insurance is essential to cover any emergency medical assistance or treatment required during their time in the UK.
21. **Smoking** - Smoking is not permitted anywhere within the holiday accommodation.
22. **Wi-Fi** - We offer complimentary Wi-Fi during your stay in all the properties. Due to the location faults beyond our control can occasionally occur.
23. **Discounts** - As a return guest you will receive a 5% discount. Only 1 discount can be applied per booking and may not be used in conjunction with any other offer/promotion.
24. **Keys** - One key is given on arrival. An additional key is available at £10.00 refundable deposit on return. Should key/s not be handed in on departure or broken key, a £25 per key payment will be charged.
25. **Electric Car Charging Points** - E.ON Drive have 6 points for public use located in the golf car park near Mains of Taymouth Reception. Access to the E.ON Drive network is made via their smartphone app, by paying online or via RFID card. Mains of Taymouth accept no liability or responsibility for the provision or operation of, or parking, at said charging points which are used entirely at your own risk. Please note cars *may not* be charged at your self-catering accommodation. In the event of unauthorised charging a penalty charge of £50.00 will be applied to the lead hirer's booking.

We aim to continually improve our Estate. The grass is cut weekly on a weekday and we may carry out ground works or improvements from time to time. We regret any inconvenience this may cause and trust that you will enjoy your stay nonetheless. Balloch Park is still under development and there will be building works being carried out during your stay. The works are Monday – Friday only and should not disrupt your stay.

www.ballochpark.co.uk 01887 830733