



Bonnie Banks - Terms & Conditions

Thank you for choosing to use Bonnie Banks. By making this booking you are entering into an agreement with us. Please carefully read our Terms and Conditions below:

General:

- Your rights as a consumer under consumer protection legislation from time to time in force shall not be affected by these Terms and Conditions.
- Bonnie Banks may, from time to time, change these Terms and Conditions without notice, however it will use its reasonable endeavors to inform guests as soon as is reasonably possible of any such changes.

Stay eligibility:

- Before booking, please ensure you have read and researched about the property and, to ensure that it will meet your needs.
- By agreeing to these Terms and Conditions you are confirming that you are able to speak, and read English. This is to ensure that at no stage of your stay, you misunderstand the instructions and guidance.

Booking & Payment:

- Payments can be made via bank transfer from a generated invoice, or by contacting us via telephone and paying over the phone by debit/credit card. *Please not payment via the telephone are subject to a 5% fee.*
- A deposit is required to reserve your stay by payment of 50% of your total stay amount. Deposits are non-refundable unless cancellation is provided in writing within the relevant cancellation period.
- Unless previous arrangements have been agreed, full payment of your stay **must** be made 14 days before. Failure to not carry out the aforementioned will result in the forfeit of your stay and loss of your holding deposit.
- If you do not for whatever reason not show for your stay, and have not previously informed us, the full stay fee remains payable.

COVID-19:

By committing to this booking, you confirm that you agree with the following statements:

- I agree to adhere to the rules of Bonnie Banks during my stay to minimise the spread of COVID-19;



- I verify that myself and all of my guests are not waiting on any test results for COVID-19;
- I can confirm I have not tested positive for COVID-19 in the last 14 days.
- You confirm that you and your entire party do not have the following symptoms, and if these develop before your stay, you are asked to inform Bonnie Banks and your relevant health department before your stay. Do not go to your GP, hospital or pharmacy, rather go to HNS.UK to check your symptoms and follow the specialist medical advice. Only call NHS 111 if you cannot get online or your symptoms worsen. Symptoms include **Continuous cough, shortness of breath, high temperature and/or loss of smell or taste;**
- You confirm that within the last 14 days you have not been in contact with anyone that has COVID-19 symptoms or has contracted COVID-19;
- You finally confirm that you and your entire party has not been living with anyone that is infected or is self-isolating due to COVID-19.

Offers & discounts:

- Promotional offers and discounts are to be used in line with the published terms and conditions of these.

Cancellations by guest:

- Should your circumstances mean that you need to transfer to another stay, then this will be completed free of charge, providing there are available spaces, the transfer takes place within 6 months following the original stays start date and notice is given in writing at least 14 working days before the stay is due to commence.
- If advance notice is not given in writing within the period mentioned then our cancellation charges will apply. If there are no available dates on the requested transfer stay, then Bonnie Banks will look at alternative dates. If no alternative dates are available, then our cancellation charges will apply. Refunds will NOT be given, should a request be made to cancel having already transferred onto another stay.
- If you are a consumer and make a booking by telephone, you have a legal right to cancel a Contract under the Consumer Contracts (Information, Cancellation & Additional Charges) Regulations 2013 ('Distance Selling Regulations'). This means that during the relevant period if you change your mind or for any other reason you decide you do not want to follow through with your stay, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract under these regulations is available from your local Citizens' Advice Bureau or Trading Standards office.
- If you exercise your legal right to cancel under the Distance Selling Regulations, you will receive a full refund of the price you paid when booking. We will process the refund, minus any administrative costs, to you as soon as possible and, in any case, within 14 calendar days of the day on which you gave us notice of cancellation,



- Your legal right to cancel a Contract starts from the date when a booking is made – which is when the Contract between us is formed. You have a period of 14 calendar days in which you may cancel the booking, starting from the day after the day when the booking is made. If this period ends on a Saturday, Sunday or public holiday then the period will be extended until the next working day.
- If your stay is due to start within the cancellation period, then your legal right to cancel is as follows:
 - If your stay has started but is due to end after the cancellation period, then your legal right to cancel still applies. However, you will have to pay a proportion of the stays fee which we will based on the total price of the stay, and the period of the stay from the start date to the date of cancellation.
 - If your stay has started and ended during the cancellation period, then your legal right to cancel will not apply

If you decide to cancel your stay outside of the relevant cancellation period and you are unable to transfer your booking to another date at the time of cancellation, the following charges will apply:

Calendar days' notice before the start date of the stay	Refund applicable
29 calendar days or more	Full refund will be issued minus deposit.
Between 15 to 28 calendar days	50% refund minus deposit will be refunded providing the full stay fee has been paid. If the fee has not been paid, 50% of the stay 's fee must be settled. The deposit payment will not be refunded.
Between 1 and 14 calendar days	Full payment of the stay fee is due. No refund will be given.
Failure to attend	Treated as late cancellation and no refund given. Full payment is due if payment has not already been made.

All cancellation or transfer requests must be submitted in writing and received by Bonnie Banks prior to the stay commencing.

Cancellations by Bonnie Banks:

- On occasions for unforeseen circumstances Bonnie Banks may find it necessary to cancel a booking, in such circumstances like COVID19.



- In such circumstances you will be given as much notice as possible and the offer of a free transfer to another date, or a full refund of fees paid. We accept liability for losses you suffer as a result of us breaking this agreement if the losses are a foreseeable consequence.

Code of Conduct:

- You must adhere to the high standards reasonably expected by Bonnie Banks and conduct themselves in a befitting manner at all times. Any unacceptable behavior could result in you being terminated from your stay with immediate effect, without refund. Please be aware of our neighbors whilst residing at Bonnie Banks. We also operate a strictly prohibited no drugs policy, unless prescribed medication is declared prior to the stay to our instructors.

Accommodation:

- Communication will be sent to you one (1) week before the stay commences, containing details of how to access Bonnie Banks.
- Bonnie Banks will be available to you from **15:00hrs** on the day of arrival, unless otherwise arranged.
- Please be ready to leave Bonnie Banks by **11:00hrs** on the day of departure, unless otherwise arranged, as further guests will be due to arrive.
- One set of keys will be issued for each of the three (3) doors at Bonnie Banks. Each room has a keypad door entry and details of the codes will be given one (1) week prior to stay commencing.
- We accept that food and drinks can be consumed in the rooms but care should be taken to avoid spillage etc.
- Please take care when staying at Bonnie Banks. You are responsible and liable for any breakages or damages caused to the accommodation or its contents. We ask you do report any incidents when they occur to Bonnie Banks management via phone or email. We do not normally charge for minor breakages, but we may charge for repair or making good if the damage or breakage is significant.
- We ask that noise levels are kept to a minimum, especially after 23:00 hours with regards to the outside hot tub area. This helps us to make sure everyone's stay is enjoyable. We reserve the right to terminate your booking immediately without being liable for any refund or compensation where you engage in unacceptable behavior that causes a disturbance or nuisance to our neighbors

No Smoking Policy:

- Bonnie Banks has a strict no smoking policy and we would kindly ask that there is no smoking inside of the property, this also goes for Vape machines.
- For those wishing to smoke, a designated area is provided but we would remind smokers that this area is also used by non-smokers. Noncompliance with the no smoking policy carries a penalty charge of £50.00 to cover the cost of extra cleaning and the resulting delay incurred in



re-letting the property. In addition, any breach of this policy will result in the immediate termination of the stay and no refund will be given for the duration of the booking.

Fire & Emergency:

- In the interest of your own safety you should check where the locations of the fire alarms are in relation to your whereabouts. There are Fire & Emergency Rules located inside each rooms A-Z guide, as well as the hallway notice board, we respectfully suggest that you familiarise yourself. **ALL FIRE ALARMS MUST BE CONSIDERED AS EVIDENCE OF A FIRE AND YOU SHOULD ACT ACCORDINGLY UNTIL YOU ARE INFORMED TO THE CONTRARY.** In the event that you hear the fire alarm you must make your way to the assembly point.

Wi-Fi:

- We offer free secure Wi-Fi for our guests to use and usage is strictly subject to the terms and conditions found when connecting to the service. Please note that 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. We do not guarantee the availability of the service, the speed at which information may be transmitted or received; or that the service will be compatible with your equipment or any software which you use.

Vehicle Parking:

- There is a number of on-site parking spaces available for guests, to the rear of the property. We ask guests park considerately to ensure there is adequate space for everyone. Please note that vehicles are parked at your own risk. We do not accept responsibility for any loss of or theft from a vehicle however it is caused.

Disabled guests:

- Bonnie Banks fully complies with all laws from time to time in force regulating the treatment of, and provision for, disabled guests. If you have a disability, please discuss any special requirements with us before booking.
- Bonnie Banks accepts no responsibility for guests booking unless suitability was first checked.

Item(s) Left Behind:

- We can accept no responsibility for items left behind after you have departed. Small items left behind can be returned to you by post. A £5 handling charge plus the cost of postage must be paid before the item(s) are dispatched. Larger items will incur a higher handling cost. Any unclaimed items of property will be disposed of after 4 weeks.



Complaints & Appeals:

- If there is a problem during provision of the services, you must report it in the first instance to Bonnie Banks management, whose details are Mr. Tom Watts, and email bonniebanksLtd@gmail.com in writing giving full details within 28 days of the end of provision of the services. Failure to serve notice of the complaint in accordance with the above will preclude you from being entitled to any further action against Bonnie Banks.

Liability:

- None of the exclusions and limitations in our Terms and Conditions are intended to limit any rights which you may have under statute nor in any way to exclude or limit liability you for personal injury or death resulting from Bonnie Banks negligence or that of its staff members or for any liability incurred as a result of fraud or fraudulent misrepresentation by Bonnie Banks .
- By agreeing to the Terms and Conditions you agree to release and discharge Bonnie Banks, and its directors, staff, subcontractors and agents from any direct, indirect or consequential loss or damage and all and any claims, actions, proceedings, liabilities and costs arising from, or in any way connected with, the activities and stay at Bonnie Banks.
- For the avoidance of doubt Bonnie Banks and any of its staff or contractors, will not be liable for any loss or damage to any personal property or vehicle belonging to the guest during provision of the services.

Privacy Policy:

- Any data collected during the stay of this booking will be stored on our computer(s) for the purpose of stay materials. Such data will only be collected, processed and held in accordance with Bonnie Banks rights and obligations arising under the provisions and principles of The EU General Data Protection Regulation (GDPR).
- We may from time to time contact you about promotions and offers.

Law and Jurisdiction:

These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws Scotland.

Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of Scotland.