

## Booking Terms and Conditions

These booking terms ('Booking Terms') are between Mansefield Guest House, Corpach (referred to as 'We'/'Us'/'Our') named under the 'Reservation Confirmed with' section of the Booking confirmation ('Booking Confirmation') and the person or legal entity making the Booking ('You/Your'). These Booking Terms are for the provision of accommodation services ('Booking(s) by Us to You. These Booking Terms are governed by Scottish and English law and apply to all Bookings. By making a Booking You are deemed to accept and be bound by these Booking Terms.

When You make a payment using a credit card, We will be displayed as the merchant of record.

## Bookings

Bookings are made and a contract between You and Us comes into effect when We accept a reservation from You. We will accept a reservation when We have confirmed Your reservation and received either: (i) full payment of the total price; or (ii) payment of a deposit equivalent to the value of the first night stay; (iii) any other amount We have specified at the time of Your booking; or (iv) We have agreed to collect payment from You either on arrival or departure. Where a deposit or any other amount that is less than the total value of the stay is paid, the balance will be paid by You directly to Us, on either check-in. or check-out or at an earlier date if so requested by direct communication between You and Us. You must be able to enter into a legally binding contract and be over 18 years of age to make a Booking. Bookings must be paid for using a valid credit or debit card or via PayPal or any other payment type specified. It is Your responsibility to provide the name and appropriate contact details including email address, phone number/s (mobile/landline) of the lead guest when making Your booking. If you do not do so we may not accept you booking. When Your Booking is confirmed, a reservation number is given. This number must be retained for access to Your Booking details if cancellation or amendment is necessary. You will need to quote this reservation number when contacting Us.

## Prices

All prices include VAT where applicable at the current rate. Prices are per room per night. Prices do not include other costs You may choose to incur during Your stay (unless otherwise stated). Prices quoted are correct (unless a pricing error occurs) only for the specific number of guests, dates, nights and rooms shown.

## Availability

In the unlikely case that We are unable to accommodate You as per Your Booking, You will be offered alternate accommodation by Us and if there is a difference in the Price, You will be liable for the price differential. If the differential is less than the original value of Your Booking a refund of the difference will be made to You. In the rare case that We cannot offer You alternate accommodation, We will refund You all monies paid.

## Arrival and departure

Check-in times are specified on Your Booking Confirmation. Should You wish to check-in outside of the times specified You must agree this directly with Us. The check-out time is also specified on Your Booking Confirmation and You must leave by the time specified.

## Cancellations & Amendments

If You cancel Your Booking on or before the cancellation deadline specified in the Cancellation Policy section of Your Booking Confirmation (the 'Cancellation Deadline') a full refund will be given including any booking extras paid at the time of Your Booking.

If You cancel Your Booking after the Cancellation Deadline You will be charged the full value of the first night of Your booking, including any booking extras You have selected for the duration of Your stay. Should You change the number of guests, dates, room nights or room type ("Amendment"), then the prices are subject to change. Should You request an Amendment and should We not be in a position to accommodate Your Amendment, then unless You are happy to continue with the original Booking, Your Booking will be cancelled and a full refund given to You provided that such cancellation occurs on or before the Cancellation Deadline, failing which the terms described in this Cancellation clause shall apply.

It is very unlikely that We will have to cancel Your booking. If We do have to cancel Your booking for any reason, We will try to contact You as soon as possible using the contact details You provided at booking. We will try to make alternative arrangements with You, whether by obtaining alternative accommodation for You locally or changing your booking date. You will be liable for any price differential between the original booking and the amended one. If the new booking is lower in price We will refund You the difference. If You and We cannot agree on alternative arrangements then We will refund You all monies paid. This sets out the maximum extent of Our liability for cancellations and We regret that, notwithstanding any other provision of these terms, We cannot meet any other expenses or losses You may incur as a result of any cancellation by Us.

## Covid-19

If You, or any of your party, have Covid-19, DO NOT travel to Us, but follow the guidelines as indicated by the UK Government. You may change Your booking for a future mutually acceptable date, or We may offer You a refund provided cancellation is made with enough notice as set out in the Cancellation Policy section of the Booking Confirmation.

If, during Your stay with Us, you show symptoms of Covid-19 please inform Us immediately, and return home to isolate, as per the UK government guidelines. You will be liable for the payment of Your stay.

If You are too sick to travel, You may self isolate in Your room, up to a maximum of 14 days. You will be liable to pay for the accommodation at the advertised rate and for all additional costs involved with Your stay, [and any costs incurred by Us as a result of moving guests who have booked the accommodation that You use with Us.]

## Payment

The total amount payable to confirm Your Booking is quoted in Your Booking Confirmation and will be charged to Your credit or debit card or PayPal account or any other payment type offered at the time of Booking or on check-in. Your card statement will display Us as the merchant of record. All additional goods and services purchased during Your stay must be paid in full directly with Us.

## Liability

We do not exclude or limit our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence and for fraud or fraudulent misrepresentation as well as for breach of your legal rights in relation to the services we provide.

Save as set out above, Our total liability to You is limited to the price of the Booking.

In no circumstances will We be responsible to You for any indirect or special damages or other losses or damages that are not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both We and You knew it might happen.

We will not be liable for failure to provide the services to the extent that the failure is caused by any factor beyond Our reasonable control. You are responsible for any damage or loss caused to Us, including any damage to Our property by Your act, omission, default or neglect [and You agree to indemnify Us and You agree to pay Us on demand the amount reasonably required to make good or remedy any such damage or loss]. Further, we reserve the right to terminate Your Booking immediately without being liable for any refund or compensation where You engage in unacceptable behaviour that causes a disturbance or nuisance to Our other guests.

## Data protection

We will process the information You provide to Us in accordance with the relevant data protection legislation and our privacy notice.

## Other important terms

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

If We do not insist immediately that You do anything You are required to do under these terms, or if we delay in taking steps against You in respect of your breaking the contract, that will not mean that You do not have to do those things and it will not prevent Us taking steps against You at a later date.

Date: 1 July 2020