

Caerlaverock Farmhouse Booking – Terms & Conditions

What is included

- Parking in the car park, offloading outside the house
- · Access to the reserve, hides and the farmhouse tower at all times
- The house/room booked, which would be quoted at the time of booking, plus use of the lounge, viewing lounge, kitchen, laundry room and bathrooms
- Use of kitchen at all times, in which there is a range cooker, fridge/freezer, kettle, pots and pans, microwave, Gaggia coffee machine, crockery and cutlery
- All bed linen and towels, electricity, heating, hot water
- LG 32" flat screen television with Freeview
- Electric heating which is individually controlled in each room
- Pressurised water system giving plentiful hot water and constant pressure for showers
- VAT @ 20% is included in the price

What is not included:

- Meals are available from the coffee shop. There are pubs/restaurants 5 miles away at Glencaple and 9 miles away at Dumfries
- WiFi is currently unavailable for the house and reserve due to poor broadband speeds
- Pets are not allowed on the reserve

Terms & conditions of farmhouse / room hire

A reservation is a legal contract and the property is only to be used for the purpose of enjoying the reserve, and not for stag or hen parties, weddings or any special event without prior discussion and written agreement.

1. Definition of Terms

The Wildfowl and Wetlands Trust is part of WWT (Trading) Ltd. The company is a registered charity in England and Wales No. 1030884 and in Scotland No. SC039410. The registered address in Scotland is Eastpark Farm, Caerlaverock, Dumfries, DG1 4RS. Parties wishing to stay at the house are referred to as "Guests" and contracts are between WWT(Trading) Ltd and Guests.

2. Deposits

When a booking is made more than 2 weeks before the commencement of the visit, a deposit of 25% must be paid to confirm the booking. If the booking is less than 2 weeks before the date of the stay, then WWT reserve the right to charge the whole cost at the time of booking for new Guests, or to accept full payment on arrival from Guests who have stayed previously. Bookings made a long time in advance will be accepted on a provisional basis until the deposit is received, and in all cases must be received no less than 3 months beforehand to confirm the booking. Once made, deposits are normally non returnable but in the event of a booking needing to be changed, as long as there is adequate notice to book the room/s or house again, the deposit will be carried forward to the new booking date. This also applies in the case of cancellation; a deposit will be held until a new booking date can be made, but in cases where a new booking cannot ever be made, the deposit will be refunded less an administration charge of £30.00. Booking confirmation in the form of a letter or email will be issued at the time of booking and no further reminders will be issued.

3. Balance of Rental

The balance owing can be paid on arrival at Caerlaverock or paid in advance, and receipt/s will be issued at that time. In the event of Guests not arriving or giving notice of cancellation, the deposit will be forfeited.

4. Payment for Bookings

Payments can be made by cheque made payable to WWT Caerlaverock or by debit or credit card (no extra cost) by telephone to the office number advertised.

5. Authority to Book

The person making the booking accepts the booking conditions for the entire party and is deemed to be responsible for all persons during the stay. He/she must be over 18 years of age and be a member of the party.

6. Eligibility

Bookings will not be accepted without prior consent for groups of single people under the age of 21, or from all male or all female groups of more than 6 people.

7. The Agreement

Guests have the right to occupy the room/property within the meaning of Schedule 4, paragraph 8 of the Housing (Scotland) Act 1988. Lettings commence from 4pm on the first day and end at 10am on the day of departure and cannot be extended without prior permission. Guests will be liable for any cost incurred as a result of an unauthorised extension.

8. Guests' Obligations

Guests must take good care of the property and are liable for any losses or damage to the property caused by them or a member of their party (reasonable wear and tear excluded) unless such loss or damage can be made good under any insurance policy held by WWT.

Guests must allow reasonable access to the house after 10am for the purposes of cleaning and doing laundry. Changes of linen and extra towels are available on request.

Guests must not exceed the number of people stipulated for the house or share it, except with members of the party at the time of booking, or make any change in the numbers in the party without prior consent.

Guests must not cause any undue noise or disruption or become a nuisance to other occupants in the situation of a room booking.

Guests must not use a cot for a child over 2 years of age.

Guests must not smoke in or around the house.

9. Cancellations

All cancellations must be made initially by phone and confirmed by email/letter within 14 days of the booking. In the event of an exclusive (whole house) booking being cancelled within 14 days, the total cost will be payable; over 14 days the full deposit will be refunded less an administration charge of 35%. WWT will consider the waiver of cancellation charges in exceptional circumstances, at their discretion.

Provided the action above is adhered to, full payment less an administration fee will be refunded in the event of death, injury, illness (see note below) or summons for jury service of any member of the party or close relative or business associate of the Guests at the start of the booking which prevents the Guests from fulfilling the booking. Close relatives comprise husband, wife and their children, long term partner (being a proven relationship for at least two years), father, mother, father-in-law, mother-in-law, brother and sister.

WWT retain the right to request documentary proof of the reason for the cancellation in the case of illness or death, signed by a qualified medical doctor within 28 days from the receipt of the Cancellation. When claims under the agreed conditions are made, no further payment will be due and all previous payments, less the administration charge of £30.00 will be refunded in full.

Note: Illness – The following are NOT covered by the cancellation policy: pregnancy or related illness, epidemic or pandemic; any medical condition or illness diagnosed or known about before, or at the time of booking; any self-inflicted illness or injury, or any injury which has occurred as a result of taking part in any risk sport; any illness or injury which in the opinion of WWT, is not serious enough to prevent the person taking the holiday.

10. Complaints

All complaints must first be referred to the Housekeeper to allow remedial action to be taken. If no satisfaction is received, then Guests are asked to inform the Centre Manager or Office Manager so that an on-the-spot investigation can be made and remedial action taken if required. In no circumstances can compensation be made for complaints raised after the end of the visit when the Guests have denied Caerlaverock Staff the opportunity of investigating the complaint and endeavouring to put matters right during the stay.

11. Non-availability of Property

If for any reason beyond the control of WWT, the property is unavailable on the day when the visit is to commence (due to flooding, fire damage etc), or the property becomes unsuitable for self catering letting, Guests will receive a full refund of all charges already paid and WWT will make every effort to find suitable alternative accommodation, but Guests have no further claim against WWT. Please refer to Section 15 below.

12. Liability

WWT accepts no liability for any act, neglect or default on the part of any person not employed by them or under their control, nor for any accident, damage, loss, injury, expense or inconvenience to either person or property which the Guests, or any other person may suffer or incur arising from, or in any way connected with the occupation of the house. WWT accepts no liability for loss or damage to the Guests' possessions on WWT land or property. Please also refer to Section 15 below.

13. Breach of Contract

If Guests breach any of the above terms and conditions WWT reserves the right to re-enter the property and terminate the hire, without prejudice to the other rights and remedies of WWT.

14. Validity Clause

If any term or provision in these Bookings Conditions shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law, that term or provision or part shall, to that extent, be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.

15. Force Majeure

WWT does not accept liability or pay compensation for any loss, damage or expense where our obligations are prevented or affected by reason of force majeure.

Force majeure means an event which WWT could not, even with due care, foresee or avoid such as war or threat of war, riots, civil strife, terrorist activity, epidemic, pandemic, industrial action, natural or nuclear disaster, fire, adverse weather conditions, closure of airports or ports, technical problems with transport, governmental action and all other similar events.

16. Brochure/Web Descriptions

While every effort is made to make brochure and web site descriptions as accurate as possible, some of the information contained relates to factors which are beyond the control of WWT such as shops, public houses etc. Details of such establishments may change with WWT's knowledge and cannot be absolutely relied upon.

17. Price Changes

WWT reserves the right to amend prices quoted on the Web site due to errors or omissions but such changes shall be notified to the Guest as soon as possible and the Guest shall be able to cancel the booking if the amended price is significantly higher than the original price quoted.

18. Refundable Damage Deposits

In the case of exclusive house letting, WWT retain the right to collect refundable deposits and then, providing no damage or breach of letting conditions is reported, will refund these within 10 days of the end of the stay. Any disputes over the damages or additional costs must be resolved between WWT and the Guest.

19. Discrepancies

These Booking Conditions replace and supersede all previous booking conditions, and in the case of any discrepancy between these booking conditions and the contents of any brochures or web site, these conditions shall prevail.

20. Governing Law and Jurisdiction

The contract is deemed to have been made at Eastpark Farm, Caerlaverock, Dumfries, DG1 4RS. The validity, construction and performance of this agreement shall be governed by Scots' Law. WWT and the Guests submit to the exclusive jurisdiction of the Scottish courts.