

# Booking Terms & Conditions



Please ensure you take the time to review your booking confirmation and the terms and conditions, set out below. A Contract shall come into existence only if and when we issue a hire invoice and booking confirmation. The Contract shall be deemed to have been made at our offices at Piperdam Golf & Leisure Resort Limited and be subject to Scottish Law and the exclusive jurisdiction of the Scottish Courts. These conditions of hire form the basis of our contract with you. We reserve the right to cancel your booking within 2 working days of you making the reservation.

Our Booking Conditions do not include a cancellation scheme and you will not be protected from your liability for up to 100% of your holiday cost.

In making a booking, you warrant that you are 18 years of age and have the authority to accept and do accept on behalf of your party the terms and conditions set out below.

PLEASE NOTE THAT "WE" "US" and "OURSELVES" refer to PIPERDAM GOLF & LEISURE RESORT LIMITED.

**1. Terms.** All terms are either per week (Monday-Monday or Friday-Friday\*) or per short break (start day as specified) for the accommodation as equipped and described. The usual check-in time is 6pm (subject to unavoidable delays). The check-out time (9:30am) will be shown on your hire invoice. You are obliged to leave everything in a clean and tidy condition and you are responsible for any damage done or loss sustained during your stay. Prices include V.A.T (where applicable) at the rates applicable at the time of printing and are subject to change if the rates or application of the tax changes. In the event of a change in the rate of VAT during the course of the year, your holiday will on behalf of the Owner be invoiced at the new amount of VAT unless you have already taken your holiday or paid the balance in full prior to the date of the change.

For holidays of 7 days or more starting Sunday, Monday or Tuesday, the previous Saturday charges apply; for Wednesday, Thursday or Friday starts the following Saturday charges apply. For 3 or 4-night breaks that cover two price periods, the price of the week in which the greater number of nights is taken applies.

We reserve the right to alter prices in our brochure or on the website, which may go up or down. We will advise you of the current price at time of booking. The terms and conditions for bookings may change from time to time. Please check at the time of booking.

**2. Making a booking.** All offers and bookings are subject to availability. A binding contract comes into existence between you and Piperdam Golf & Leisure Resort Limited, once we have received your deposit and we have issued a confirmation of booking by e-mail or post.

You must check your confirmation of booking as well as all other documents we send you carefully as soon as you receive them. Documents will be sent by email and we cannot be held responsible if you do not receive these unless it is caused by our negligence. A charge will be made if your documents are mailed in the post. If any information appearing on any documents appears to be inaccurate in any way, you must let us know straight away. We regret we cannot accept any liability to make changes if we are not notified of any inaccuracy in any document within 10 days of our sending it out.

It is your responsibility to pay your future monies on time. If this does not happen your booking could be cancelled and you will lose your deposit.

The contract shall be between you and Piperdam Golf & Leisure Resort Limited and be subject to Scottish Law and the non-exclusive jurisdiction of the Courts of Scotland.

As part of the booking process we will collect personal data from you. This will include your name, address, telephone number, email, date of birth and payment details. For group bookings we will also collect the names and ages of your party. As part of the booking process, we will use your email and address to send you information that is relevant to your booking and will enhance your holiday experiences. E.g. Information about the lodges, park facilities, booking activities, the local area and how to make payments. We may also contact you by phone if we have a question about your booking. We will never pass your details on to third parties.

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**3. Number in your party.** The total number in your party must not exceed the capacity of the accommodation as advertised by us. Babies under 2 may or may not be counted as members of your party. You should check the policy of your chosen accommodation carefully before booking.

**4. Payment.** When you book you must pay the applicable deposit requested. The deposit amount is non-refundable.

Your balance is due and payable 10 weeks before your holiday start date. For a booking made within the 10 weeks of your holiday start date you must pay the full amount when you make the booking. If the deposit and/or balance are not paid on time, we may cancel your booking. Cheque payments must be made at least 11 weeks prior to arrival to allow for cheque clearance.

We reserve the right to provide alternative accommodation of (at least) an equivalent class, even when parties have been advised of their specific lodge number(s).

**5. Changes by you.** Once a booking has been confirmed by us to you, should you require it to be amended or re-invoiced for any reason then, if we accept this change, a fee of £75.00 will be charged. Up to 8 weeks before the holiday start date you may change your accommodation to another one within the same park as your original booking and within the same calendar year, subject to availability and payment of the above fee and any outstanding difference in price. You may transfer your booking to someone else/another party (introduced by you) subject to our agreement, at any time providing you pay the administration fee of £75.00 and any outstanding balance. Note: Bookings may not be transferred to other parties after we have received notification of cancellation.

**6. Cancellation by you.** Telephone us immediately if you have to cancel and on the same day send us written confirmation quoting your booking reference. Your cancellation is effective from when we receive your written confirmation, which will be acknowledged.

Cancellation Charges:

More than 28 days loss of deposit:

14-28 days - 50% of the total holiday cost.

7-14 days - 75% of the total holiday cost.

7 days or under - 100% of total holiday cost.

If you are due a refund as a result of cancellation, this will be paid within 30 days of receipt of your written confirmation of cancellation.

**7. Linen, Towels and Keys.** Except for cots, bed linen is provided. This may be duvets or blankets and sheets. Please take bed linen and mattresses for cots with you as required. Towels are normally provided for use in your lodge only, towels for use in the swimming pool should be your own. You may be asked for a security or key deposit.

**8. Cancellation by you or us.** Very occasionally, in circumstances of 'force majeure' as defined in clause 14, we may have to cancel a booking. We will tell you as soon as possible, and offer you an alternative date or a credit voucher to the value of the holiday booked for a date within 12 months. We regret we cannot pay compensation or any reimbursement of any expenses or costs you may incur as a result of any such cancellation or change.

**9. Unreasonable Behaviour.** We have the right to refuse to hand over accommodation if unreasonable behaviour of anyone in your party is likely to cause offence to other guests or to members of staff. If your mental state, physical state, attitude, behaviour or appearance, including the effects of alcohol or drugs, present a risk to you, others or our property, you will be refused access to your accommodation and our facilities. In all such cases all hire charges paid will be retained by Piperdam Golf & Leisure

We reserve the right to terminate a holiday after the keys have been handed over, if the unreasonable behaviour of anyone in your party is likely to impair the enjoyment, comfort or health of other guests or members of staff. In these circumstances, no refund will be given. Noise: -Our parks are family resorts and noise should be kept to a minimum after 11pm, please respect other guests.

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**10. Damage to Accommodation.** You are liable for any damage caused in the accommodation during the period of hire. Should we have to take legal action or use a debt collection agency to recover these costs you will also be liable to also pay these in full. We have the right to enter any accommodation (without prior notice if this is not practical or possible) if special circumstances or emergencies arise (for example if repairs need to be carried out).

SMOKING is not permitted in any of the lodges. If this is detected, you will be charged £300.

**11. Party Type.** Group/Party Bookings. The organiser or leader of a group or party booking is responsible for providing the party details. Should you arrive at your accommodation with such a group without notifying us of the required details we have the right to refuse to hand over the accommodation to you.

**12. Wheelchair/Disabled Persons.** Many of our lodges are unsuitable for visitors with mobility difficulties. To ensure the accommodation and location booked is suitable for visitors with a disability, it is essential that all booking requests from parties including people with special needs, give us full and clear details of those needs at the time of booking. We also require confirmation as to whether or not the disabled visitor will be accompanied on their holiday by an individual able to attend to all their requirements.

**13. Security Deposits.** You may be asked for an additional deposit at our discretion for some or all parties. This is payable on arrival and will be returned to you after your holiday, provided that your accommodation is undamaged, clean and tidy and all park rules have been fully abided by. A credit card must be used for the security deposit on the day of check in.

For 1 to 3 bed lodges a £150 security deposit is required.

For 4 to 6 bed lodges a £300 security deposit is required.

**14. Special Request.** These cannot be guaranteed, but every effort will be made to satisfy them.

**15. Force Majeure.** We cannot accept responsibility or pay any compensation where the performance or prompt performance of the contract is prevented or affected by reasons of circumstances which amount to 'force majeure'. Circumstances amounting to 'force majeure' include any event which we could not, even with all due care, foresee or avoid. Such circumstances include the destruction or damage of your accommodation (which cannot reasonably be remedied to a satisfactory standard before the start of your holiday) through fire, flood, explosion, storm or weather damage, break in, criminal damage, riots or civil strife, industrial action, natural or nuclear disaster, adverse weather conditions, war or threat of war, actual or threatened terrorist activity, epidemic, pandemic and all similar situations beyond the owner's control.

**16. Your Pet.** You may bring your pet with you to our park for an additional fee. You must tell us that you are bringing a pet when you make your booking. You must bring your pet basket with you and ensure that your pet(s) does not lie on the bedding or chairs under any circumstances. Pets must not be left unattended in accommodation or elsewhere, and must be exercised on a lead and in the charge of an adult. Pets are not allowed in the communal/playing areas, shops or swimming pool areas. Please clean up any fouling without delay; special bins are provided. Just one pet is allowed at the lodge (two small ones may be allowed by arrangement). We reserve the right to ask any guests to leave if they bring a pet with them if they are in a Lodge that does not accept pets, we also reserve the right to charge our standard fees if a pet is found to be staying when not previously booked or paid for, and we reserve the right to charge for any damage to our property by any pet to the lead name of the lodge booking.

Animals other than dogs can only be accepted with specific permission from the holiday park. In the interest of visitors safety, and following government legislation we are sorry we are unable to accept the following types of dog: American Pit Bull Terrier, Japanese Tose, Fila Brasileiro and Dogo Argentino even where these types of dog are muzzled as required by government legislation.

**17. Assistance dogs.** Registered assistance dogs are accepted free of charge at all locations, subject to the availability of suitable accommodation.

**18. Your Vehicles.** Your vehicle, their accessories and contents are left entirely at your risk. We are not responsible for any loss or damage from or to any vehicle from any cause whatsoever. Parking at your lodge is restricted as follows and any additional vehicles can be parked in the resort's main car park.

Muirloch, Rainbow, Byron, Raeburn - 1 Vehicle

Osprey, Galbraith - 2 Vehicles

Vegas, Lochside, Eagle, Forester, Kinder - 3 Vehicles

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**19. Comments or Concerns.** You must notify any shortcomings with your accommodation to us so that remedial action, if appropriate, can be taken. Failure to notify us during your stay of any concern regarding your lodge will result in no compensation being considered. Further to this, having notified park, you must send in writing details to ourselves of any issues encountered. If a significant problem is not resolved to your satisfaction, please contact us as soon as possible during your holiday and we will liaise with the relevant persons.

**20. Personal Travel Insurance.** You are strongly recommended to take out Personal Travel Insurance for your holiday.

**21. Data Protection Policy.** In order to process your booking, we need to use the information, you provide, such as name, address, any special needs etc. Proper security measures are in place to protect your information. The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as requested bylaw. We will not pass any information onto any person, not responsible for your booking. This applies to any sensitive information that you give us such as, details of any disabilities, or dietary/religious requirement. In making this booking, you consent to this information being passed on to the relevant persons. You are entitled to a copy of your information held by us. If you would like to see this please contact us.

**22. Marketing.** We will hold your information where collected by us, and may use it to provide you with holiday or special offer information. If you do not wish to receive such approaches in the future, please write to us. We will not pass your information on to any third parties for marketing use without your permission.

**23. Hot Tubs.** We follow extremely strict regulations regarding the emptying and cleaning of hot tubs. We cannot guarantee that your hot tub will be up to temperature on your arrival and you may not be able to use it until the following day. Remember to use the hot tub responsibly throughout your stay and always put the lid back on after you have finished using it. You must follow the instructions for both of these.

If you fail to follow the proper guidelines a cost can be incurred if extra cleaning or maintenance is required. The hot tubs are tested every morning and if you have contaminated the tub through use of alcohol, spray tan or any other fluids you will be advised by our hot tub team. The hot tubs are not to be used after 11pm. No Glass or bottles of any kind are permitted in the area of the hot tub. If we find glass around the tub, we will assume there is glass in the hot tub and if we have to clean the hot tub to remove glass this will result in a substantial deduction from your security deposit. Likewise, if guests use fake tan and have discoloured water, the water will not be changed.

**23. Development.** Piperdam Leisure Resort is continually growing and developing. We will do our utmost to minimise the disruption at all times. However, there will be no compensation or refund in relation to development consisting of maintenance work being carried out

**24. Weddings in lodges.** If you have chosen to be married in a lodge then you take responsibility for all your arrangements as Piperdam only conducts one wedding on any one day and gives a commitment to the bride and groom who have chosen Piperdam as their venue.

## IMPORTANT UPDATE TO TERMS AND CONDITIONS REGARDING COVID-19

We regret that any bookings made at present do not include access to certain on-park facilities and are made on the basis of the provision of self-catering accommodation only.

We are working in-line with government and local authority guidance and will ensure access to facilities is only available to guests if considered safe and legal to do so.

Some facilities may be available but with strict social distancing measures in place.

The price of your booking is for accommodation only and does not include access to certain park facilities.