



AIKWOOD TOWER

Booking Terms and Conditions for Aikwood Tower from 24th July 2023

Please ensure that you read the following terms of service carefully as these form your agreement with us and creates legally binding obligations.

As with all terms and conditions, there are a lot of points, these should be read carefully and understood prior to paying a deposit and confirming your booking.

1. THE CONTRACT

The Contract for a short-term holiday rental, event or wedding will be between Aikwood Tower Ltd (referred to as “us”, “we” or “our”) and the person making the booking and all members of the holiday party (referred to as “you” or “your”) in the following booking terms and conditions. As our property is located in Scotland, you and we agree that the laws of Scotland will govern our contract with you (the “Contract”). If any individual term or clause stated in these terms and conditions is held to be invalid, impermissible or unenforceable permissible by law, the remaining terms shall be unaffected and shall remain valid.

The Contract will not come into force until we have received the Deposit referred to in Clause 2 below. The Contract will be subject to these booking terms and conditions, and must be complied with. The lead guest must be at least 18 years of age at the time of booking and the nature of the reservation should also be notified to us at the time of booking. We may with absolute discretion and without giving any reason, refuse to let the property to you should the actual nature of the event be different from that declared at the initial booking stage.

As the lead guest you are responsible for all of the people in your party and shall be deemed to hold full authority to act as such on their behalf.

2. DEPOSIT & PAYMENT

Your booking may be placed over the telephone, by email or directly on our online reservation system. This will automatically generate a booking summary by email to the email address. This does not form a contract between us. A contract shall only arise when your booking is subsequently confirmed by an email from us and we receive your deposit.

A deposit of 35% of the accommodation fee (or 15% of the exclusive use hire plus wedding / event cost where applicable) is required to secure your booking. All bookings are considered as provisional until the deposit is paid and these T&Cs have been accepted by you.

We accept payment by most major credit or debit cards and by bank transfer. If there are any charges for bank transfers, these must be paid by the person sending payment.

Provisional bookings will be held for 7 days from the date made by you and acknowledged by us. If not confirmed in writing by you at the end of that period, except where we have agreed an extension to the period, then we will release the dates and cancel your provisional booking.

The balance of the rental will be due for payment 60 days before your arrival date. If your payment has not been received 60 days before the commencement date of your stay or event we will assume that you wish to cancel.

If the booking is made within 60 days of the arrival date then payment will be due in full.

For weddings or other large events where we charge a Function Fee in addition to the accommodation fee, we will phase payments due by you from the time of booking up to 60 days before your arrival. We will advise you in writing of this payment schedule prior to you confirming a booking.

If you paid the Deposit by credit or debit card, you authorise us to use the details of the same credit or debit card to settle the balance of the rental. We will only act on this authority if you have not contacted us prior to the Balance Due Date to arrange alternative payment of the balance.

If for any reason we are unable to take payment of the balance by the due date and you are unable to promptly rearrange payment (or we cannot get hold of you to arrange for payment to be made) we will be entitled to treat that as your intention to cancel the booking.

No entry to the property will be allowed without payment, in full, being cleared beforehand.

3. CANCELLATION

Cancellations must be notified to and received by us in writing (preferably by email) and once received we will confirm and process your cancellation request.

Cancellation by any reason including but not limited to, disinclination to travel, illness (including COVID), a requirement or recommendation to self-isolate, changes in personal or work circumstances, family emergencies, travel delays, all remain at your risk and do not give rise to a right to cancel or to receive a refund unless we re-let the property.

If you cancel up to 90 days before your arrival date, we will make every effort to re-let the property on your behalf, however if no replacement booking is made you will forfeit your deposit payment. If we do re-let your cancelled dates then we will refund your deposit which may be less than you paid e.g. if the final letting price was discounted or only some of the days are re-let.

For cancellations made from 60 days prior and up to your arrival date, you remain responsible for the full rental amount and there will be no refund unless we are able to re-let your dates, in which case we will refund you all or part of the sum you have paid, depending on the value of the replacement booking.

If you wish to change the date of your stay, wedding or event, we will try to accommodate your request subject to availability and providing that the change is made no later than 90 days ahead of the original arrival date. This may result in a change in the quotation price.

We strongly recommend that all guests take out their own insurance in the event of cancellation, emergencies or accident, even for a domestic holiday. You can add refund protection onto your booking at the deposit payment stage through Booking Protect. If you choose not to take out UK Travel or Wedding Insurance then you accept responsibility for any loss that you may incur due to your cancellation.

Weddings and Other Events

If you wish to cancel your wedding or event, the accommodation part of your balance will be refunded in line with the terms above. Function Fee payments will not be refunded if we have been required to undertake work or paid for booked services on your behalf in the event planning stages. Where bookings have been made with third parties (e.g. catering or florist) you may be liable for cancellation charges set out in their own T&Cs. Booking Protect only covers the accommodation part of your stay not the wedding or event cost.

4. CANCELLATION BY US FOR REASONS BEYOND OUR CONTROL (“FORCE MAJEURE”)

We won't be deemed to be in breach of this Contract, or otherwise liable to you, by reason of any delay in performance or non-performance of any of our obligations in this Contract to the extent that such delay is caused by circumstances beyond our reasonable control (for example if access to and use of our property is prevented by fire, flood, exceptional weather conditions, epidemics, pandemics, destruction/damage, internet or other communications failure, blocked roads, war/terrorism, nuclear/radioactive disaster affecting us or our property) (these are sometimes referred to as “Force Majeure Events”).

If for any reason beyond our control we are forced to cancel your Booking (or bring it to an end early) due to a Force Majeure Event affecting us or our property we will refund you the full amount of your remaining lodging costs based on the time of your Booking remaining. This will be the full extent of our liability and no additional compensation, expenses or costs (such as travel or replacement lodging costs) will be payable.

In extreme conditions, we reserve the right to move any event from parts of the building and garden if it is in any way deemed to be unsafe due to weather conditions.

5. PERIOD & OTHER TERMS OF HIRE

The period from the Commencement Date to the day of departure set out in the Booking is the Booking Period. Unless expressly agreed by us in writing, you should not arrive before 4pm on the Commencement Date and you must leave and vacate the property by 10am on the Departure Date. Failure to do so may result in you being charged a further day's rental.

You must not use the property except for the purpose of that which was informed at time of booking or for a longer period except with our express written agreement. You may not sub-let the property.

Aikwood Tower is a privately-owned historic property that includes other buildings and has neighbouring dwellings. The property is let for the purposes of an exclusive use let to which paragraph 6 of schedule 1 of the Private Housing (Tenancies) (Scotland) Act 2016 applies. The booking agreement confers the right to occupy the accommodation for the agreed period only.

You undertake to use the property solely for its purpose as exclusive use accommodation and to accept the Owner's right to refuse access to the accommodation to any person, whether the Responsible Person or guest of the Responsible Person, deemed unsuitable. Causing a nuisance or disturbance to neighbours or any unreasonable behaviour may result in the Owner requiring the Responsible Person or their guests to leave Aikwood Tower.

When Aikwood Tower is reserved for an exclusive event, it is offered on a fully serviced or self-catering basis, for sole enjoyment by the organisers of the event and their guests for the duration of the booking. The right of access to all areas of the property at all times is reserved by the management and staff. Events must finish at midnight.

In the event that you are required, in accordance with guidelines imposed by the UK and Scottish Governments at any time in relation to the disease known as coronavirus disease (Covid-19) and the virus known as severe acute respiratory syndrome coronavirus 2 (SARS- CoV-2)) or similar, or in each case, any mutation or variation thereof, to self-isolate at the property you will be responsible for the cost of (i) any additional nights that exceed the Holiday Period and (ii) rehousing any booked guests that are displaced as a result of the additional nights required by you in an equivalent property.

6. NUMBER OF PERSONS USING THE PROPERTY

Under no circumstances may more than the maximum number of persons stated on our website occupy the property, except with our express written permission in which case we shall be entitled to charge an additional fee (for example for Weddings or events). We reserve the right

to refuse admittance or require you to leave our property if this condition is not observed. No persons other than members of your party must use our accommodation or facilities and no persons other than those named on the booking form can stay overnight.

Prior to arrival we must be provided with a full list containing the names and ages of all guests staying at Aikwood (which we will hold subject to Clause 20 below).

Numbers of guests at weddings and other events must be advised to Aikwood Tower at the time of booking. Any reduction or increase in the numbers initially advised or any significant changes to the event programme, will result in a change in the quotation price. The final quotation will be based on numbers and the event plan advised 60 days before arrival. If guest numbers are reduced following final and full payment, no fee adjustment will be made. If guest numbers increase, additional payment will be calculated by us and notified to you in writing. All children attending events should be supervised at all times.

7. OUR LIABILITY

Aikwood Tower maintains insurance against the loss, damage or injury to property, equipment, and bodily injury due to the act, neglect or default its own employees whilst carrying out their duties.

Notice of all claims by the customer in respect of any loss, damage or injury should be given in writing to Aikwood Tower within 30 days of the given incident at the address given below and in default of such notice, we shall not be held responsible for such claims. You will be responsible for and indemnify Aikwood Tower against all costs, loss or damage, or injury sustained due to the act, neglect or default by you or of any person for whom you are responsible.

8. CARE OF THE PROPERTY

You are responsible for the property and are expected to take all reasonable care of its furniture, pictures, fittings and effects, in or on the property. You must leave them in the same state of repair, and in a reasonable clean and tidy condition at the end of the rental period. You must not use the property for any dangerous, offensive, noxious, noisy, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to the owner or other neighbouring properties.

Should any guests be unable to correct any aspect of poor behaviour or activities unacceptable to Aikwood Tower, we reserve the right to terminate the hire of the facilities if a suitable resolution cannot be agreed. The Manager's decision is final. No refund will be given.

Smoking is not allowed in the Tower, Laich Hall or Cart Shed.

You must use your best endeavours to ensure that your guests or any suppliers do not fix items to the walls, floors or ceilings.

Music (particularly live music or DJs) is not permitted outside after 10pm.

Events must finish at midnight.

You must ensure the property is securely locked when not occupied by you.

9. ACCESSIBILITY

As a listed building, Aikwood Tower has very restricted disabled access. You must advise us of any requirements you have as soon as possible to check we can accommodate you.

10. PETS

We only allow dogs, and only when have they been booked in and paid for (£25 per dog). We allow a maximum of three dogs. Dogs must be house-trained, kept under proper control and not allowed on the furniture, especially the beds, nor left unattended in the property.

Dog hairs are to be removed from carpets and all dog waste collected and disposed of prior to your departure. Dog owners will be held responsible for any damage caused to the property, contents or garden by their dog and for any extra cleaning required (usually at least £50). Dogs must not be allowed to wander onto the neighbouring farm or disturb livestock, deer or game birds.

We reserve the right to seek details of any dogs in advance and to refuse permission for them to be brought to the accommodation for any reason, including if they are considered unsuitable in character, size or behaviour, bark continuously, or are liable to be a nuisance or danger to us, our neighbours or other guests and to local wildlife and livestock.

11. DAMAGES & BREAKAGES

You are legally bound to reimburse us for replacement, repair or extra cleaning costs on demand (although we would not charge you for the odd glass or plate).

A Good Housekeeping deposit of £250 (£500 for weddings) will be payable before each booking to cover the cost of any damages or breakages. Where not taken automatically by our online booking system or a booking agent, this deposit is required to be in place 2 days prior to arrival.

The Good Housekeeping deposit will be released, less any adjustment for damages, within 7 days of your departure. Where damage remediation costs exceed the amount of deposit held the named person on the booking form will be held liable to pay any shortfall.

If you lose a key we will replace it upon you paying for the cutting of a new one.

12. WI-FI & INTERNET

Free Wi-Fi and broadband internet is provided for your reasonable use. You agree to reasonable and lawful usage of this service. We will not be liable for slow connections or for any interruptions to or the failure of this service.

13. DRONES, NIGHT LANTERNS & FIREWORKS

The use of drones is not allowed without our express written permission. Fireworks are not allowed. Night lanterns are expressly forbidden as they are a fire hazard and can cause death or injury to local livestock.

14. CARE OF YOUR PROPERTY

Your vehicles and their accessories and contents, and any property and valuables you bring with you are left entirely at your own risk. If you leave any property behind we will use reasonable endeavours to return it to you, although we reserve the right to charge you in advance for any reasonable postal or courier costs. We may dispose of any unclaimed property after six (6) months.

15. CATERING

All serviced catering at Aikwood Tower is provided by our approved caterers. If special dietary meals are required, these will be sourced through the approved caterers.

All drinks provided for a licensed event will be provided by Aikwood Tower and its approved suppliers. Aikwood Tower's corkage policy is priced per head of event attendee.

16. THIRD PARTY SERVICES

Aikwood Tower reserves the right to approve any external entertainment, services or activities that you have arranged.

We will not accept liability for the services provided, or failure to provide such services, by any third-party supplier or business used by you during your holiday or event (regardless of whether they are recommended or referred by us).

17. ELECTRIC VEHICLES

We do not have an EV charge point on site and domestic chargers (chargers using a domestic power source via a 3-pin wall socket) are not permitted for use at the property. There are EV charge points in Selkirk.

18. RIGHT OF ENTRY

We 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.

19. COMPLAINTS

Every effort has been made to ensure that you have an enjoyable stay. However, if you have any problem or cause for complaint, it is essential that you contact us immediately to give us the chance to resolve it. We value your custom and want you to return (and to recommend us to your friends!). We live nearby, and will do our best to resolve any problem.

20. DATA PRIVACY

We may contact you from time to time with information about developments at Aikwood Tower and we may also use your information for future marketing purposes (for example, emailing you a newsletter). All details you have provided in connection with your booking will be kept but we will only use names and contact details for marketing purposes if you have indicated that you are happy for us to do so. If you do not wish to receive such information from us, you may ask us in writing not to receive it. See our full Privacy Policy for further details on how we collect and use data.

We will not sell your personal information to third parties. We will only disclose any personal information when required to do so by any lawful authority or as required by law.

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