

Self-Catering: The definition most commonly used and backed by the Association of Scotland's Self-Caterers:

“Accommodation which is let, normally on a weekly basis, where facilities are provided to cook for yourselves.”

At Ballimore we thrive to provide you with excellent service and make your stay at the Estate and exciting and relaxing one.

1. Rates

All confirmed rates are inclusive of all utilities, linen and towels. There is no additional charge for the use of wireless internet at the Main House.

The Owner provides a limited number of every day essentials such as toilet paper, washing up liquid and general cleaning products for all the properties. The hirer is responsible to cater for any other essentials that may be necessary for their stay.

2. Deposit

Subject to the following provisions, the receipt of a completed booking form and initial deposit by the Owner is treated as a firm booking and, if accepted, the hirer becomes liable for the full balance of charges.

A deposit (50% of total accommodation cost) is required to secure your booking, with the balance payable at least two months prior to arrival. Should the booking be made within two months of the specified arrival date, the full balance will be required at the time of booking. A contract of booking is made when we have received from you a completed booking form and reservation deposit and we have confirmed the booking with you.

Please note that there is an Admin fee of £25 on all credit card transactions.

3. Cancellation

In the event of cancellation 60 days (or more) prior to entry date, the deposit and payments will be returned in full.

If cancellation is made between 30 – 60 days prior to the entry date 50% of the full rental fee will be charged.

No refund will be made for cancellation within 30 days or less prior to entry date.

4. Restrictions on Use

The Property will be used by the occupant as a residence for (in the case of an individual) the hirer and the hirer's family or (in the case of a company or business) the companies employees, agents or contractors. The Property is to be used for the purposes of a holiday let to which Section 12(2) and paragraph 8 of Schedule 4 to the Housing (Scotland) Act 1988 apply. The booking agreement confers a right to occupy the accommodation for the agreed period only. The maximum number of occupants in the Property shall not exceed the number for which accommodation was booked for and of whom details of name and dates of birth have been given. Assigning or sub-letting the Property or any part thereof is prohibited. Paying guests and lodgers are prohibited. Parties or gatherings in the Property are prohibited, except with prior written consent of the Owner/ Manager.

5. Period of occupancy

The hirer shall remain in the property for the period specified at time of booking. The dates must not exceed those stated, unless agreed between the occupant/company who made the booking originally and Ballimore Farm Estate.

6. Condition of the property

All properties are cleaned thoroughly between each let. However, as only a limited period of time is available to clean properties, it is a condition of your let that the hirer leaves the property and its contents clean and tidy and left as it was found. Any hirer choosing not to leave the property in a clean and tidy condition on departure will be charged for any excessive cleaning costs, including costs for replacing items beyond normal 'wear and tear'.

7. Animals

Dogs are allowed in the properties at the Owner's discretion and an additional cleaning charge will be applied of £50. The following rules need to be adhered to:

- Always bring the pet's own bedding and eating bowls.
- It is absolutely necessary that your dog is house strained.
- Pets are not allowed on the first floor of the Main House or in any of the bedrooms.
- Keep your pet off beds and furniture.
- Keep your pet under control at all times, this is for the safety of your dog as well as our livestock.
- Never leave your pet alone in the property.
- Keep lawns clear of fouling.

8. Smoking

Smoking within the Properties or in the remainder of the building is prohibited.

9. Conduct of hirer

If the hirer or any person or persons for whom the hirer may be responsible commits any form of harassment (whether verbal or physical) or conducts themselves in such a manner as to cause nuisance or distress to the Neighbours, Locals, Owner or as may be detrimental to the amenity of the Property or of Neighbouring Properties (as to which the Owner's decision shall be final) then such conduct will be held to be a material breach of the House Conditions and the occupant shall forfeit all rights under the Agreement and the Owner will be entitled to (One) require the hirer and any person or persons for whom he may be responsible to vacate the Property immediately and (Two) terminate the Agreement.

10. Inspection of the property

Ballimore Farm Estate may enter the property at any time to carry out a check of the property and its contents, but will notify the guest first except in the case of an emergency or in the event that a guest is un-contactable.

11. Breakages, loss or damage

Breakages, loss or damage to the property or any of its fixtures/fittings must be reported to the Owners of Ballimore Farm Estate immediately, and where necessary paid for, before departure. The hirer will not drive any nails into the walls or interfere in any way with the decoration or fixtures of the Property. The hirer will keep the Property in a clean and tidy condition and will leave the Property in such condition at the Termination Date, and will be responsible for any additional cleaning charges incurred by the Owner.

Any breakages, loss or damage not reported and found after you have vacated the Property will be paid out of the deposit or charged to the debit/credit card used at time of booking.

Ballimore Farm Estate does not accept responsibility for any personal items or personal belongings of the guest damaged whilst the guest resides in the property.

12. Failure to vacate on time

Without prejudice to any other remedies available to the Owner, in the event that the hirer does not vacate the Property and return the keys by 10.30am on the Termination Date then the Owner shall be entitled to charge the occupant for an additional day.

13. Liability

The Owner has taken every care to ensure the accuracy of property descriptions and all information is provided in good faith, but cannot be held responsible for changes beyond their control or be liable for any act, neglect or default on the part of the Owner resulting in loss, injury or accident caused to the hirer.

14. Insurance

Ballimore Farm Estate recommends that hirers take out holiday cancellation and personal contents insurance.

15. Complaints

It is important to the Owner of Ballimore Farm Estate that hirers enjoy their stay and every effort has been made to ensure this. However, in the unlikely event of dissatisfaction with the Property or any subsequent problem, the hirer should contact the Owner or Manager so that the opportunity to rectify the problem is made.

16. Definitions

Please be aware of that the following definitions provide the meaning of words in the following Terms and Conditions.

- “hirer(s)” means guests staying in the Ballimore Farm Estate properties
- “Inventory” means an inventory of the Furniture, Fixtures and Fittings and condition of same prepared by the Owner as at the occupant’s entry date
- “Agreement” means the agreement (and any extension thereof) entered into between the Owner and the occupant incorporating these terms and conditions
- “Maximum Number” means the maximum number of occupants specified in the Agreement
- “Property” or “Properties” means the Property specified in the Agreement, namely Main House; Cottage or Lodge at Ballimore Farm Estate, Kilchrenan, Taynuilt, Argyll PA35 1HD
- “Term” means the period from the Date of Entry until the Termination Date
- “Owner” means Niall MacLeod
- “Manager” means Johanna Gericke
- “Termination Date” means the Termination Date specified in the Agreement