

Terms and Conditions

Booking Conditions for Craighill Cottage

Craighill Cottage and Croft Holidays are trading names of WK Management Limited.

In these Booking Conditions "we", "us", "our" and "the Company" means WK Management Limited.

Nothing in these Booking Conditions affects your normal statutory rights.

1. Your booking

All offers and bookings are subject to availability. The party leader must be at least 18 years of age at the time of booking. The party leader must be authorised to make the booking on the basis of these Booking Conditions by all other members of the holiday party. By making the booking, the party leader confirms that he/she is so authorised and that all other party members agree that the booking is subject to these Booking Conditions. The party leader is responsible for making all payments due to the Company. Your booking is made as a consumer and you agree that no liability can be accepted by the Owner or the Company for any expenses, costs, losses, claims or other sums of any description which relate to any business, howsoever suffered or incurred by you. When the Company issues a written confirmation (see below) to you, this signifies that the Company has entered into a contract with you, which is subject to these Conditions. The Company has the right to refuse any booking prior to the issue of your written confirmation, and if the Company does this, the Company will tell you in writing and promptly refund any money you have paid us. When you receive your confirmation, the details must be checked carefully. If anything is not correct, you should tell the Company immediately.

Please note we will provide you with your written confirmation either by post, electronically or by email. If you book with us online, we will acknowledge receipt of your booking and then provide your confirmation to you electronically or by email. If you book by post or telephone we will send your confirmation to you by post unless you advise us at the time of booking you would prefer it to be provided electronically or by email. All references to "your written confirmation" therefore means confirmations provided by post, electronically or by email as applicable. It is your responsibility to check your emails regularly and to advise of any change to your email address.

2. Paying for your property

When you book your property you should pay the amount then due by PayPal, or by sending a cheque to the Company. Providing the booking can be confirmed, the Company on will then send your written confirmation to you as soon as reasonably possible showing your booking details and the balance of your total holiday cost which must be received by the Company no less than 8 weeks before your arrival date at the property. If you book less than 8 weeks before your arrival date, payment of your total holiday cost (including any insurance premiums) is due straightaway. For properties booked less than 2 weeks before your arrival date your booking must be paid for in full by debit or credit card (via PayPal), or by bank transfer, at the time of booking.

The prices of unsold arrangements may be increased or decreased and corrections made to errors in advertised prices at any time before your arrangements are confirmed. The price of your chosen arrangements will be confirmed at the time of booking. As changes and errors occasionally occur, you must check all details of your chosen holiday (including the price) at the time of booking.

Occasionally, offers are made giving you the chance to book properties at either a lower than usual, or a nil, deposit. Details of any additional terms specific to the offer will be notified to you prior to or on making your booking and should be read in conjunction with these Booking Conditions. If you book a property at either a lower than usual, or a nil deposit, you also agree to pay the difference between the amount paid and the usual deposit, either at the time the balance of your total holiday cost is due, or at the time of cancellation if you cancel your booking. If you cancel you must also pay all other applicable cancellation charges. Please refer to Sections 3 and 7 for details regarding cancellations. If any payment you make is not honoured for any reason whatsoever, the Company is entitled to make an administration charge of £25.

If any payment due in relation to your booking is not paid by the appropriate date, the Company on is entitled to assume that you wish to cancel your booking. In this case, the Company on will be entitled to keep all deposits paid or due at that date. The Company normally sends out a reminder to you before your booking is cancelled. If the Company does not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in Section 7 depending on the date the reasonably treats your

booking as cancelled.

4. Cancellations or changes to your booking by the Company

The Company does not expect to have to make any changes to your booking, but occasionally problems occur and bookings have to be changed or cancelled. If this does happen, the Company will contact the party leader (by telephone where reasonably possible in the case of a significant change or cancellation, minor changes will be notified by post) as soon as is reasonably practical, explain what has happened, and inform you of the cancellation or change.

If a significant change has to be made (and the change is not acceptable to you) or your booking has to be cancelled, the Company will, if possible and as soon as reasonably practical, offer the party leader an alternative property (from the range advertised by the Company) of similar type and standard in a similar location for the same or similar time of year. If you accept this alternative property, you will not be required to pay any more than the price you paid for the original property. However, if you do not wish to accept the alternative property the Company offers you, you may choose any other available alternative. Obviously, if the alternative property is advertised at a lower price, you will receive a refund (if you have already paid the balance of your total holiday cost) of the price difference. If you do not wish to accept a significant change or any alternative property offered or the Company cannot offer you a suitable alternative property, you will be entitled to cancel your booking and receive a full refund of all monies paid to the Company. So as to keep any period of uncertainty to a minimum, the Company will, whenever reasonably possible, communicate with you by telephone in the case of a significant change or cancellation and you are required to do the same. The party leader should tell the Company as soon as reasonably possible whether you wish to accept any change or alternative property offered, or alternatively whether you want a refund. In the unlikely event that the party leader fails to tell the Company that you wish to accept any change or alternative property the Company is entitled to assume you wish to cancel your booking and receive a full refund of all monies paid to the Company.

Please note the above options are not available where any change made is a minor change.

Where your booking is significantly changed or cancelled, you will also be offered compensation by the Company if and as appropriate and subject to your providing proof of loss. A minimum compensation of £20 per booking will usually be paid. However, compensation will not be payable where any change or cancellation results from "force majeure" (please refer to Section 4 below) or where you have refused, without good reason, to accept an alternative property you have been offered. Please note, no compensation is payable for minor changes. No compensation is payable and the above options will not be available if the Company cancels your booking as a result of your failure to comply with any requirement entitling the Company to cancel (such as paying on time). A minor change is a change which, taking into account the information you gave at the time of booking or which we can reasonably be expected to know, we could not reasonably expect to have a significant effect on your confirmed booking.

5. Circumstances beyond the control of the Owner/the Company (Force Majeure)

Except where otherwise expressly stated in these Booking Conditions, the Company shall not be liable, jointly or individually, for any changes, cancellations, effect on your holiday, loss or damage suffered by you or for any failure by the Owner and/or the Company to perform or properly or promptly perform any of their respective obligations to you which is due to any event(s) or circumstance(s) beyond the reasonable control of either the Owner or the Company (referred to as "force majeure" in these Conditions). By way of example, force majeure includes fire, flood, exceptional weather conditions, epidemics, destruction or damage of the property by any cause (other than negligence of the Owner or the Company) and all similar situations. In appropriate cases (for example where your booking has to be cancelled before departure due to force majeure) the Company will, however, refund to you all monies paid to the Company by you for your booking. No compensation, expenses, costs or other sums of any description (including without limitation the cost of securing an alternative property/ accommodation) will be payable in such circumstances by the Company to you.

6. Brochure details

The Company aims to ensure that the information provided by Owners is accurately conveyed in brochures and other promotional literature or material produced and circulated by the Company. However, the information and prices in brochures/other material may have changed by the time you come to book. Whilst every effort is made to ensure the accuracy of brochures/other material and prices at the time of printing, changes and errors occasionally occur. You must therefore ensure you check all details of your chosen property and

arrangements (including the price) with the Company at the time of booking. There may be small differences between the actual property and its description, as both the Company is always seeking to improve services and facilities. Occasionally, problems mean that some facilities or services become unavailable or subject to restriction. If this happens, the Company will tell the party leader as soon as reasonably practical after the Company becomes aware of the situation. The Company cannot accept responsibility for any changes or closures to area amenities or attractions mentioned in brochures, by the Company's holiday advisers or advertised elsewhere. The Company makes reasonable efforts to ensure that information supplied to you in relation to the property or its facilities and/or services is accurate and complete as at the date given. The Company will use its best endeavours to notify you of any changes to or inaccuracies in any information contained in a brochure or otherwise provided to you as soon as reasonably practical after the Company becomes aware of the change or inaccuracy.

7. Liability

The Company shall have no liability for any death or personal injury unless, in the case of the Company, this results from the negligence of the Company or its employees (providing they were at the time acting in the course of their employment). You must take all necessary steps to safeguard your personal property. No liability is accepted by the Company in respect of damage to, or loss of, such personal property except, in the case of the Owner, where the damage or loss is caused by the negligence of the Company, where the damage or loss is caused by the negligence of the Company or its employees (providing they were at the time acting in the course of their employment).

Except where loss of and/or damage to luggage or personal possessions is concerned, for all other claims which do not involve death or personal injury, if the Company is found liable to you on any basis, the maximum amount the Company will have to pay you is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday. Additionally, the Company cannot accept liability for any business losses.

Nothing in this Section 7 or elsewhere in these Booking Conditions will exclude or limit any liability the Owner and/or the Company may have to you for (a) any fraudulent act or omission or (b) liability under Part 1 of the Consumer Protection Act 1987 (or any replacement, variation or amendment thereof) PROVIDED ALWAYS that nothing in this Section 7 will confer on you any right or remedy to which you would not otherwise be entitled by law.

Please also refer to Section 5 (Force Majeure) above.

8. If you change or cancel your booking

(i) Changes

If you want to change your booking once your confirmation has been issued we will endeavour to assist but please bear in mind that changes cannot be guaranteed. Where changes can be made an administration fee of £25 will be payable to the Company once any change has been made together with any other resulting costs (for example any increase in price). However, it is important to realise that a change of property or dates may have to be treated as the cancellation of one booking and the making of another. In such cases cancellation charges may be incurred which may be as much as the total cost of your holiday booking. The Company will advise the party leader if this is the case when the change is requested. The party leader must then inform the Company as soon as reasonably possible whether you still wish to change your booking. If you advise the Company that you do or the party leader fails to contact the Company as soon as reasonably possible, your booking will be treated as having been cancelled by you. So as to keep any period of uncertainty to a minimum, the Company will, whenever reasonably possible, communicate with you by telephone and you are required to do the same.

(ii) Cancellations

If you have to, or wish to, cancel your booking, the party leader must telephone the Company on the number shown on your booking confirmation as soon as possible. The party leader must also immediately confirm your cancellation in writing sent by recorded delivery to the Company at the address shown in the brochure or on the website. The day the Company receives your telephone notification of cancellation is the date on which your booking is cancelled.

Depending on your reason for cancellation, you may receive a refund of all monies you have paid to the Company for your booking (excluding all booking fees and, where applicable, the premium(s) for any personal travel insurance you have purchased from the Company, any amendment charges, and credit card charges you have already incurred. The Company will also retain a cancellation administration fee of £35 per week or per

part week per booking.)

Please note: The refund provisions referred to above only apply if the cancellation applies to all members of your party. Note: All prices are for the entire property and not on an individual basis.

Under your contract, in order to qualify for a refund your reason for cancelling must be one of the following, must apply to a member of your party, and with the exception of pregnancy must have occurred after you booked your holiday and must prevent you from taking your holiday. Please note that you will not receive a refund for pregnancy where the party member is expected to give birth within 14 weeks of the arrival date home -

Illness/Pregnancy (subject to medical evidence of unfitness to travel); Death; Redundancy (provided employment has been on a continuous basis with the same employer for at least 2 years); Jury or Witness service (in a Court of Law); Illness or Death of a close relative (a close relative is defined as one of the following - Spouse, Son or Daughter (in law), Parent (in law), Grandparent, Sister or Brother, Fiancé(e)); your home is rendered uninhabitable due to fire, storm, flood, subsidence or malicious damage; your presence is requested by the Police, following a burglary at your home or place of business, during the period of your holiday or within the preceding 7 days; your unexpected posting by HM Forces or cancellation of leave by HM Police (unless the cost of the lost holiday is recoverable from any other source); or compulsory quarantine. You may also receive a full refund if you are unable to reach your holiday destination due to snow or flood conditions or as a result of being involved in an accident en route (NB: This only applies if you have made every effort to attempt to complete your journey. You will need to produce evidence from the Police, RAC or AA). Although a refund is available in these circumstances you may prefer to delay your arrival. In these cases a 25% refund is available for each 24 hour delay, up to a maximum of 72 hours = 75% (For short breaks, a fixed refund of 50% applies for all arrivals delayed for more than 24 hours). You will be asked to complete the Company's Booking Cancellation form which may require signing by a Medical Practitioner or employer and in which the Company may request further information from a third party.

The following reasons for cancellation do not qualify for a refund as set out above: suicide or attempted suicide, intentional self-injury, the effect of intoxicating liquor or drugs, or any other reason which is not specifically referred to.

Where the reason for cancellation does not fall within one of the qualifications for a refund as set out above, eg: dis-inclination to travel, leave cancelled by employer (other than HM Forces or the Police) etc, a cancellation charge will be payable, levied by the Company, based on the number of days before the arrival date at the property that the Company receives notification of your cancellation, as shown in the following table. This means that if you have paid the balance of your total holiday cost and then have to, or wish to, cancel, you may receive a refund of part of such cost. However, if you have not paid your total holiday cost including, where purchased, the premiums for any insurances, by the time of your cancellation, you may be required to make a further payment by way of cancellation charge. For the purpose of the table below, cost means the total cost of the booking, including any extra items after deducting any insurance premiums, booking fee, credit card charges and administration fee paid for making any change. Please note that insurance premiums, booking fees, credit card charges and administration fees are not refundable in the event of your cancellation.

Cancellations and Refunds

Number of days before arrival date that notification of cancellation is received	Cancellation Charge
More than 70 days	Full Deposit (including any Balance of Deposit due)
29-70 days	50% of cost or Full Deposit (including any Balance of Deposit due), whichever is the greater
15-28 days	75% of cost
1-14 days	90% of cost
On arrival date or later	Total cost

If you live outside the UK and have booked your holiday through a local agent, the term "cost" in the above cancellation charges table means the amount paid by your local agent to the Company after deducting any booking fees, insurance premiums and any administration charge paid to the Company for making any change. For the avoidance of doubt, "cost" does not include any charges made by your local agent or other

third parties for booking fees, flights, other travel services or any other amounts not paid to the Company.

(iii) Curtailment of your holiday

A refund as set out above is also available if your holiday is cut short for any of the qualifying reasons set out in (ii) above. In this case, you will be reimbursed for the appropriate proportion of the holiday charge. This only applies if the property is vacated by all persons in your holiday party. Where your holiday is curtailed for medical reasons affecting any persons in your party, you will need to produce a certificate from a local doctor, confirming the necessity of returning home.

9. Your property

You can arrive at your property at any time after 4.00pm (unless advised otherwise, for example on your confirmation) on the start date of your holiday rental and you must leave by 10.00am on the last day. If your arrival will be delayed beyond 8.00pm on the start date of your holiday rental, you must contact the person whose details are given on the location guide so that alternative arrangements can be made. If you fail to do so, you may not be able to gain access to the property. If you fail to arrive by 12 noon on the day after the start date of your holiday rental and you do not advise the person whose details are given on the location guide of your late arrival, your booking may be treated as having been cancelled by you. No refund of any monies paid by you will be made in this situation.

We may require you to pay a security deposit on arrival. If this applies to your chosen property you will be advised of the amount at the time of booking. The security deposit will be refunded by the owner at the end of your holiday rental (less any costs for breakages, damage etc if applicable - see below).

You and all members of your party agree both to keep the property clean and tidy and to leave the property in a similar condition as you found it upon your arrival. You and all members of your party further agree not to use the property for any commercial purpose, including without limitation assigning or subletting it or otherwise allowing anyone to occupy it who has not previously been accepted by the Company on behalf of the Owner. You are responsible to the Company for the actual costs of any breakage or damage in or to the property - along with any additional costs that may result - which are caused by you and/or any members of your party, and the Owner can require payment from you to cover any such costs.

The Company is entitled at his/her sole and absolute discretion to refuse to hand over to you, or to repossess, the property (which includes the fixtures, fittings, furnishings and decorations) if the Company reasonably believes that any damage is likely to be caused, has been caused or is being caused by you or any members or your party. These circumstances will be treated as a cancellation by you. You also must not allow more people than the brochure states to occupy the property, neither can you significantly change the composition of your party during your occupation of the property, nor can you take your pet into the property unless this has been arranged in advance and is shown on your confirmation. If you do any of these things, the Company can refuse to hand over the property to you, or can repossess it. If the Owner does so, this will be treated as a cancellation by you. In these situations no refund of any monies you have paid in respect of your booking will be made and the Company will have no liability to you as a result of this situation arising (including for example any costs or expenses you incur due to not being able to occupy the property, such as your incurring the cost of securing an alternative property/ accommodation or the payment of any compensation to you). The Company will also not be obliged to find any alternative accommodation for you.

If you take a pet with you, it is not allowed on beds or furniture, or in any communal facilities, such as swimming pools or shops. Pets should not be left unattended in the property, and dogs should be kept on a lead within the boundaries of a property including the garden. Registered guide and support dogs belonging to those with visual and hearing impairments are allowed in all properties featured in this brochure even where the property description states that pets are not allowed. Customers with allergies should be aware that we cannot guarantee that a registered guide and/or support dog has not stayed in their chosen property nor can we accept any liability for any suffering which may occur as a result of such animals having been present.

You must allow the Company and any representative of the Company (including workmen) access to the property at any reasonable time during your occupation of the property (except in cases of emergency or where a problem needs remedying quickly and you cannot be contacted in time - in these situations the Company is entitled to enter the property at any time without giving you prior notice).

10. Complaints

Every effort has been made to ensure that you have an enjoyable and memorable holiday. If, however, you

have any cause for complaint the Company is anxious that remedial action is taken as soon as possible.

It is essential that you contact the Company or representative immediately if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve difficulties properly unless the Company is promptly notified. Discussion of any criticisms with the Company or representative whilst you are in residence will usually enable shortcomings to be rectified straightaway. In particular, complaints of a transient nature (for example, regarding preparation or heating of the property) cannot possibly be investigated unless registered whilst you are in residence. If you remain unsatisfied, then the party leader must, within 30 days of returning from your holiday rental, put your complaint in writing to the Company. Send your letter by recorded delivery to the Company's Office at East Craighill, Turriff AB53 8BR marked for the attention of the Customer Relations Department. This procedure is designed to ensure the speediest possible investigation and rectification of complaints. Please help the Company to help you by following this procedure. If you fail to do so, this may affect your entitlement to claim compensation where this would or may otherwise have been appropriate.

11. Communicating With You

For the purposes of the Data Protection Act 1998, WK Management Limited is the sole data controller of all personal data provided to the Company by customers and prospective customers. In order to process your booking the Company needs to collect certain personal details from you, for example names and addresses of party members, credit/debit card or other payment details, special requirements such as those relating to any disability or medical condition which may affect any party member's holiday arrangements and any dietary restrictions which may disclose religious beliefs.

If the Company needs any other personal details, it will tell you before it obtains them from you. The Company needs to pass on your personal details to the companies and organisations who need to know them so that your holiday rental and any travel-related services (if any) can be provided (for example the property owner(s), and any key holder(s) of such property (if not the property owner(s)), other suppliers, agents, your credit/debit card company or bank, the insurance company if you purchase the Company's recommended personal travel insurance policy or for verification of details relating to your holiday rental and any travel-related services booked.

Such individuals, companies and organisations may be outside the European Union, Norway, Iceland and Liechtenstein. Data protection legislation in those countries may differ from that in the UK.

The Company also needs to process and store your personal details for their own administration, market analyses and operational reviews. The Company would also like to store and use your personal details for future marketing purposes (for example, sending you brochures, emails or details of promotions and offers which the Company feels may be of interest to you). All details you give to the Company at any time will be kept, but only names, contact details and any booking preferences will be used for marketing purposes unless you are informed otherwise when you provide the information.

The Company may disclose customers' names, contact details and booking preferences to any other trading division of the Company, to the Company's parent company, Wyndham Worldwide, or to any company within the Wyndham Worldwide group of companies, such as RCI Global Vacation Network, International Life Leisure Ltd, etc, or any subsidiaries of such companies who offer goods or services which the Company feels may be of interest to you.

Except where expressly permitted by the Data Protection Act 1998, the Company will only deal with the personal details you give to it as set out above unless you agree otherwise. You are generally entitled to ask the Company (by letter, fax or e-mail) if and how it is processing your personal details. The Company is entitled to charge a fee in responding to such a request. The Company promises to respond to your request within 40 days of receiving this in writing and payment of the appropriate fee (if required by the Company). In certain limited circumstances the Company is entitled to refuse your request. The Company may also record or monitor telephone calls to and from the Company without notification for staff or training purposes.

12. Law

The contract between you and the Owner is subject to Scottish law and no other, and is formed in Turriff, Scotland. It is agreed that any dispute you may have with the Owner or the Company will be dealt with by the Courts of Scotland, unless you live in England, Wales or Northern Ireland in which case proceedings may be brought in the Courts of England, Wales or Northern Ireland respectively.

13. Your rights

Your statutory rights are not affected by anything contained within these Booking Conditions.

14. This Brochure

These Booking Conditions were updated in November 2009 and the prices and booking conditions supersede all previous editions. Prices and booking conditions may be superseded by subsequent editions.

WK Management Limited

Registered Office: East Craighill, Turriff, Aberdeenshire AB53 8BR.

Registered in Scotland. Company Registration Number: SC