



## **Portpatrick Farm Holidays Terms and Conditions**

### **Who your agreement is with**

When you book your holiday your agreement will be with Port O'Spittal Holidays Limited, trading as Portpatrick Farm Holidays ("we", "us", "our"). Please read these terms carefully as they set out our respective rights and obligations. In these terms, references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

### **To book your break**

#### **The agreement.**

There will be a contract between you and Portpatrick Farm Holidays, when we send you a booking confirmation. These terms are part of your contract with us. The person making the booking accepts the contract on behalf of all members of your party and is responsible for making sure they accept the contract, and for their behaviour whilst onsite; and accepts financial responsibility for payment of the booking on behalf of all members of the party. We can't accept bookings from anyone under the age of 18.

#### **If you book more than 2 weeks ahead.**

When you book your holiday, you will need to pay a deposit which is 15% of the total holiday value. The remaining balance (85%) is due 2 weeks prior to arrival. If your holiday is booked 2 weeks or less ahead of arrival, 100% payment of your holiday will be required at time of booking. If you do not pay your holiday in the timescales noted above, your holiday may be considered as cancelled.

#### **Booking Confirmation**

Following your booking and confirmed deposit/balance payment you will receive a receipt confirming your payment. Deposits are non-refundable and may only be transferred at our discretion. Any booking that has not had its balance paid by the due date will be cancelled with all monies already paid being forfeited.

#### **Conditions of Booking**

We reserve the right to decline or terminate the booking of any guest(s) whose party make-up or behaviour interferes or may interfere with the general comfort of other guests. This include noise which disturbs other residents during the quiet hours of 2300 to 0700 hrs or behaviour which is deemed unacceptable. In this event no refunds will be made.

#### **Additional Guests**

Please do let us know if you intend to bring additional guest(s) who are not noted in your booking. Once we're aware, we'll ensure the additional bedding is provided for the stay. Your booking can be amended to add the additional guest(s) prior to your stay. Extra charges will apply.

## **Guests with additional needs and requirements.**

Some of our lodges are suitable for holidaymakers with wheelchairs or mobility difficulties. Accessibility features vary between accommodation types, so if you or one of your party have any additional needs or requirements please tell us about this before you book so we can try to ensure the accommodation, location and park are suitable for you. We rely on the information you provide to allow us to anticipate and satisfy your needs, so if anything changes you need to let us know. We will try to accommodate any special requirements but can't guarantee this.

## **Cots and highchairs.**

Travel cots and highchairs may be hired at an additional charge, subject to availability. You need to request these prior to arrival. A deposit may be required on arrival. Cots can normally only be accommodated in the living area of holiday homes. You will need to bring your own cot linen.

## **Bed linen**

We provide all bed linen other than cot linen for most bookings. We provide tea towels, dish cloths and dish soap. We do not normally provide towels and ask guests to provide for the duration of their stay.

## **Accommodation**

On arrival, your accommodation will be clean and tidy. Please ensure that you return the accommodation to us in the same condition, removing any rubbish to the large outdoor bins to the rear of the lodge site.

## **Behaviour on Site**

Please ensure your behaviour is not noisy, offensive or likely to cause any harm or upset to other guests, staff or property at Portpatrick Farm Holidays, and is not otherwise inappropriate. If we feel your behaviour is illegal, offensive, disruptive or inappropriate or is disturbing other guests we will ask you to leave the site and no refund will be given.

## **Drones/Metal Detectors**

The use of drones or metal detectors is not permitted at Portpatrick Farm Holidays.

## **Children**

Children remain the responsibility of their parents or guardians at all times. It is particularly important that you always know where your children are, and that you provide adequate supervision for them at all times.

## **Pets**

A maximum of two dogs are permitted per booking. Some breeds of dog, including those listed in the Dangerous Dog Act must be muzzled whilst onsite so check with us when you book. Please enquire before you book whether other pets are allowed. We accept genuine assistance dogs in all of our holiday homes and in all areas of our parks.

Pets remain the responsibility of their owners at all times. Pets should remain on leads whilst around the accommodation area or in our fields. Owners should ensure that they pick up after their pet and dispose of any dog excrement into the outside bin. Pets should not be left alone in the accommodation. Any damage within the accommodation will be required to be paid for.

Pets are only permitted in the main living area of the lounge. They are not permitted in the bedrooms.

### **Your car and other vehicles**

You should comply with speed limits, parking and traffic regulations on the site. We try to provide parking next to or near your lodge, but we can't guarantee this, please ask at time of booking. Vehicles are brought onto the site at your risk, and we are not responsible for loss or damage to these except where it is caused by our negligence or fault. Motorhomes and touring caravans are only permitted on our designated touring pitches and not outside the lodges. It is not permitted to charge an Electric Vehicle using the Lodge electricity. Nearest EV charging stations are in Portpatrick or Stranraer.

### **Use of your holiday home.**

We have the right to enter your accommodation for maintenance purposes or in special circumstances and in emergencies.

### **Check-in/check-out times.**

Your accommodation will be available from 4pm on your arrival day. Check out is 10am on day of departure. If your accommodation is not occupied by 10am on the day after your arrival day and you haven't told us you will be arriving late, we will treat your booking as cancelled and may re-let the accommodation.

### **Smoking**

Smoking or use of E-Cigarettes/Vapes is not permitted inside our accommodation or onsite buildings. Should you wish to smoke, please use your decking area and dispose of any cigarette ends appropriately.

### **When it's time to leave**

#### **Departure time.**

You should leave your accommodation by 10am on your departure date.

#### **Leaving your holiday home.**

At the end of your holiday please leave everything in a clean and tidy condition. You will be required to pay for any damage you cause to your holiday home during your stay.

### **Holiday Amendments**

#### **Changes to your holiday during your stay**

We cannot accept responsibility or compensation for circumstances beyond our control including (but not limited to) industrial disputes, natural disasters, fire, technical problems, bad weather and acts of government.

#### **Amendments to your booking**

After you have paid your Deposit/Balance you may wish to change some elements of the Holiday, e.g. type of accommodation or duration. We will try to meet your request. It may be necessary to cancel your break due to illness, accident or change of circumstances. Please therefore ensure you have travel insurance in place to cover such events. Failure to arrive without satisfactory explanation or written cancellation will not be entitled to a transfer of stay.

Despite our best efforts, it is always possible that a holiday may be incorrectly priced. In such an event, we may contact you and give you the option to either:

- Pay the correct price to retain your booking;
- Cancel your booking and receive a full refund.

### **If we make any major alterations to your booking**

We try very hard to provide all facilities as advertised on our website. It may however be necessary to make some alterations in advance of your holiday. If such a change is necessary, we will endeavour to advise you in writing as soon as possible.

### **If we cancel your booking**

We always endeavour not to change the date or cancel your booking, but in exceptional circumstances this may be necessary. We will inform you of the change of date or cancellation as soon as possible and give you the following options.

- A. accept the alternative arrangements as notified to you.
- B. choose another available break from us at the advertised price.
- C. cancel your holiday with a full refund of any money you have paid.

### **Can we help?**

We want you to enjoy your holiday, however, if you have an issue or want to talk about your experience, please tell us straight away so we can put things right.

**Before you travel:** You can contact us via email, WhatsApp, via our webpage or by telephone. Booking or contact us : [www.portpatrickfarmholidays.com](http://www.portpatrickfarmholidays.com), email [portpatrickfarmholidays@gmail.com](mailto:portpatrickfarmholidays@gmail.com) or WhatsApp 07885411125.

Our helpful team will aim to resolve any issues within 48 hours.

**During your holiday:** We'll do everything we can to make sure you enjoy your holiday with us, but sometimes things can go wrong. If this happens, please tell us straight away so that we can address any issues and you can continue to enjoy your stay. You can speak with us on site or contact us by telephone/WhatsApp 07885411125 or 07808860393.

You must give us the opportunity to put things right while you're on site. If we are not notified and given the opportunity to address any issues during your holiday, we will unfortunately be unable to progress your complaint.

### **Returning Home**

Most issues raised by guests during their stay are successfully resolved by us on site. However, if you return home and still have an unresolved complaint, please contact our owner Ian Beck via our email address [portpatrickfarmholidays@gmail.com](mailto:portpatrickfarmholidays@gmail.com). You must do this within 14 days of returning from your holiday.

We'll let you know that we've received your complaint, will carry out any further investigations that we reasonably believe are required, and will get back to you within 7 days.

### **Our responsibility for loss or damage suffered by you.**

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable.

Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us when you booked your holiday.

Our responsibility for any foreseeable loss or damage suffered by you which is caused by us is limited to the cost of your holiday (less any insurance premium), except in the case of death or personal injury. We are only responsible to you for the services we have agreed to provide to you, as included on your booking confirmation. We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised on our website. Your statutory rights are not affected by anything in these terms and conditions.

**We do not exclude or limit in any way our liability to you where it would be unlawful to do so.**

This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services we've agreed to provide to you.

We will not be responsible or pay you compensation for any loss or damage suffered by you if it results from:

1. the acts and/or omissions of the person affected; or
2. the acts and/or omissions of a third party unconnected with the provision of the services we've agreed to provide to you; or
3. Events Beyond our Control

You must notify us of any complaint or claim you have in accordance with the complaints procedure set out on page 4 of this document.

We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**Events beyond our control.**

Except where otherwise expressly stated in these terms, we are not responsible for events beyond our control. This means any event beyond our or our suppliers' control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include war and acts of terrorism (and threat of these), civil war, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute and labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or our supplier's control.

**Keeping safe the information you have given us.**

The information you give us in connection with your booking is held by Port O'Spittal Holidays Ltd (as a data controller) in accordance with the Data Protection Act 2018 and the EU General Data Protection Regulation 2016 (as applicable). We use this

information to help us to provide and improve our service to you and to provide you with information about our holidays and holiday homes. We may disclose this information to companies and to our agents, contractors, insurers and insurance brokers and their advisers, and to others if we are legally required to do so, or where we believe it is necessary to protect our or another person's rights, property or safety. Where you make an enquiry or purchase with us, we will process your data for marketing purposes. If you do not want us to send marketing information about our holidays or holiday homes please contact us using the address below. Alternatively, you can email us at [portpatrickfarmholidays@gmail.com](mailto:portpatrickfarmholidays@gmail.com). You should ensure other members in your party know about the information you provide and how we use it and agree to it.

Portpatrick Farm Holidays  
South Port O'Spittal Farm  
PORTPATRICK  
Stranraer  
Dumfries and Galloway  
DG9 9AQ

### **Which laws apply to this contract and where you may bring legal proceedings.**

These terms are governed by Scottish law and you can bring legal proceedings in respect of the contract in the Scottish courts.

### **Changes to terms.**

Portpatrick Farm Holidays may change these terms from time to time. If we do so then we will notify you by email and posting the new terms on our website. These terms were last updated on 16<sup>th</sup> September 2025.

### **How to contact us.**

If you need to contact us, please visit the Contact Us page of our website. Bookings can be made via our website.

Web – [www.portpatrickfarmholidays@gmail.com](mailto:www.portpatrickfarmholidays@gmail.com)

E – [portpatrickfarmholidays@gmail.com](mailto:portpatrickfarmholidays@gmail.com)

Whatsapp/Tel - 07885411125

### **Rules and Regulations**

The person completing the booking is responsible for the conduct of their party, it is your responsibility to read the rules & regulations and abide by the rules therein. Not reading the rules is not an excuse for infringement. It is your responsibility to ensure that all members of your party accept the terms of the contract set out in these terms and conditions of booking. Failure to disclose all relevant information or comply with these terms may lead to termination of the contract and loss of the booking without refund. Portpatrick Farm Holidays reserves the right to ban individuals from future use of our accommodation.

### **Liability**

Anyone defacing or causing damage to any buildings, equipment or property of Portpatrick Farm Holidays faces immediate eviction and prosecution. The lead booker will be responsible for and charged for any damage /loss caused by themselves or their visitors to the pitch or accommodation or to any of our facilities or other resident's property. Your personal belongings, vehicles, vans and their accessories and contents are left at your own risk. Portpatrick Farm Holidays or its staff will not be liable for the loss, theft or damage of any property nor for any injury,

accident or mishap to any person in the park. Customers must ensure that their property is secured and fully insured for any unforeseen eventuality.

### **Data Protection**

The information taken at time of booking is required to be collected for the purposes of processing your reservation with us. We may process your data to keep you informed of our activities and to keep you updated with news, offers and other information that may be of interest to you. If you do not want us to use your information for the marketing purposes described in this paragraph, please let us know.