

Sandwood Lodge & Glenfinnan Lodge

Please take time to read the following as when you book a break away at the lodges we both need to be sure of the conditions and obligations. I don't like the use of the words 'you must' but it does clarify certain needs. Making a booking deems that you accept these Terms & Conditions.

Please note the date of these conditions as they may be updated from time to time

1. Terms

Most booking periods are per week (Saturday to Saturday*) for the lodge. Take-over is 4 pm unless something out with the owners or the cleaners control precludes this. Please leave the property by 10 am unless by prior arrangement and there are no incoming guests. Whilst the lodge will be fully cleaned after your departure, please leave everything in a clean and tidy condition and leave the beds & duvets stripped of the linen. A lodge inventory check is performed prior to each arrival and you are responsible for any breakages, damage or loss sustained during your stay. An inventory list is provided in the Information folder for your guidance.

The owner reserves the right to correct errors in advertised prices in any publication, web site or other advert. You will be advised of any error as soon as the error is known at the time of booking or later. If the correct price is higher and you do not wish to pay this, you will be entitled to cancel and receive a full refund of all monies you have paid providing you notify of this intention within 14 days of you being advised of the error. The owner will not seek to correct any error in a confirmed price within 8 weeks of the start of your holiday or more than 7 days after you make your booking. Overcharges will be refunded under all circumstances when known.

The price guide provides rates for weekly lets all year, plus 3 and 4 night breaks. In off-season you can make up 5 and six night breaks. Additional nights in excess of 3 or 4 nights for short breaks will be charged at 15% of the weekly hire charges for the week in which they fall. Split weeks costs will be based on the price of the week where the majority of the nights fall. Where they fall equally between two differently priced weeks, the average of the two weeks is used.

2. Booking Confirmation

Once an invoice has been raised and sent, this will be the point at which a contract for the lodge hire has been made by you. These Conditions of Hire form the basis of your contract. The contract shall be deemed to have been made at our office in Edinburgh and be subject to Scottish law. We both agree to submit any dispute to the exclusive jurisdiction of the Courts of Scotland.

3. Damage Deposit

A 'Security/Damage Good Housekeeping' deposit of £150 ** is also required (per lodge) which should be sent along with the booking balance and as a separate cheque **. This will be destroyed after the lodge has been vacated, cleaned and the inventory checked. Please note that if there is extra cleaning required as a result of the occupation, a retention of an appropriate amount (*at the sole decision of the owner*) will be made to cover extra cleaning costs and time AND that due to smoking within the lodge or evidence of any pet, the full amount will be withheld. If the new occupants are inconvenienced in any way, we reserve the right to withhold the full deposit as compensation to such new occupant. Access to the estate is via a remote controlled gate. In the event of a loss of the remote control (including accidentally taking home), £100 will be deducted from the deposit to facilitate its replacement and/or arrangements for the incoming occupiers.

** For New Year Bookings the deposit is £200 per lodge and is banked. This will be returned by cheque or by BACS after the stay.

SMOKING IS NOT ALLOWED INSIDE EITHER LODGE. IF THERE IS ANY EVIDENCE THAT THIS HAS TAKEN PLACE, THE FULL DEPOSIT WILL BE FORFEITED. THIS ALSO APPLIES TO SMOKING INSIDE WHILST SITTING/BEING AT AN OPEN WINDOW OR PATIO DOOR.

4. Number of people staying

The property can accommodate up to six people and it is incumbent on you that this is not exceeded. Babies under 2 occupying a cot are in addition. You also agree not to exceed the number of people on the booking form. Where any discount has been offered for under occupancy, there will be an increase in the rate if you add more to the original enquiry or booking.

5. Booking monies

Once a booking is made (by phone, fax or email) a deposit of £100 per week or short break must be sent within 3 days. It will remain provisional until this is received during which time other enquiries may be answered for the same dates. You will however be advised if there is another enquiry. The balance is due 8 ** weeks before the holiday start date. For bookings with less than 8 weeks to go, full payment (in addition to the Damage Deposit of £150) will be required. Payments will be made in UK Sterling by cheque to Simon Williams or remitted direct to a bank account at the Bank of Scotland – details will be provided on the invoice - or cash by arrangement – not by post. Credit Cards and Maestro/Switch are accepted. To help towards the cost of the

banks charges, a fee of 2.0% will be added to all payments by credit card and £0 for Maestro/Switch. Any refunds will also incur this fee. If you prefer to add the security deposit to your payment by card, please note that both 2.0%'s will need to be added for receiving and refunding.

** by 1 Oct for Christmas and New Year bookings.

The balance is due and payable by the date printed on your the invoice (8 weeks (or by 1 Oct) before your holiday start date or earlier if less than 8 weeks)

6. Keys and Site Access.

This will be notified to you during the week before your arrival. Please advise if you are away this week as well and they will be emailed earlier.

7. Changes to bookings by you

Should you require to amend a booking after it has been confirmed in writing/email to you (after deposit paid), or if another invoice is required for any reason, then a fee of £15.00 will be charged. You may transfer your booking to someone else/another party (introduced by you) at any time providing you pay the administration fee of £15.00 and any then outstanding balance.

8. Cancellation by you

If for any reason you need to cancel your holiday please telephone immediately and follow this up on the same day by letter or email. Your cancellation will be effective from the time the written advice is received and will then be acknowledged in writing or by email.

You are still liable for the balance payment. The lodge/s may still be let to another client and if this is the case you will only forfeit your deposit. If you have paid the full amount and the lodge is re-let then the balance will be repaid to you less the deposit and up the value that it has be re-let at. This amount may be lower in order to sell it as a 'late booking' in order to minimise the loss to the owner and yourself.

You are strongly advised to seek Holiday Insurance that covers for cancellation under various circumstances. **It is neither fair nor reasonable to expect the lodge owner to be accommodate customer's reasons by way of job loss/redundancy, deaths or travelling difficulties, or other reason genuine or otherwise, when such insurance is available for this purpose.**

When you make a booking you are agreeing to all these clauses including cancellation.

9. Minors

Bookings are not accepted from anyone less than 18 years of age.

10. Linen and towels

Bed linen and towels are provided (this will be duvets and sheets). Towels must not be used at the beach, for water activities or outside the lodge. Please remember to bring your own towels for such needs.

11. Lodge availability

If for a reason completely out with the control of the lodge owner, it is unable to be let to you as in the case of "force majeure" (see below) the owner has the right to cancel your booking. If this occurs every endeavour will be made to offer you an alternative property, subject to availability, on the same site or at the next nearest in the Loch Lomond area. If this is not possible or if you do not wish to accept the alternative we offer, all monies you have paid will be refunded in full. Where any cancellation or change results from "force majeure" as defined in clause 14, liabilities are limited to offering you an alternative property (where available) or full refund as set out above. There will be no compensation or offer to meet any expenses or costs you may incur as a result of any such cancellation or change.

The owner reserves the right to withdraw any lodge amenity or appliance due to repairs or maintenance. Equipment failures may or may not be repaired during the time you booked though endeavour will be made to do so. This is not ignoring responsibility to effect any repairs, but that it may not be possible to do so within any given time period.

The owner has the right to refuse to hand over accommodation to any person(s) who, in the owner's reasonable opinion or in the reasonable opinion of the other lodge owner(s), is not suitable to take charge of it. In such cases, all hire charges paid will be refunded in full, the contract shall be terminated and the owner will not have any further liability.

Additionally, if in the reasonable opinion of the owner or other lodge owners, any person(s) not suitable to continue the holiday because of unreasonable behaviour, damage to property or danger or significant annoyance to others, the contract may be terminated, in which case the owner will not have any further liability. In this event, you will remain liable to pay the hire price and no refund shall be due.

12. Damage and Repairs to the property

The hirer shall also be liable for any damage caused in the property during the period of hire. The owner has the right to enter the lodge (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). If an outside operator/contractor requires access to the lodge that will be arranged at a reasonable time suitable to you and that which suits the operator/contractor.

13. Family/Group bookings

The organiser or leader of a booking is responsible for completing the name/s details on the booking form. Should you arrive at your property with such a group without notifying us of the required details, the owner has the right to refuse to hand over the accommodation to you. You may be asked to pay a security deposit at time of take-over.

We also require confirmation as to whether or a disabled visitor will be accompanied on their holiday by an individual able to attend to all their requirements.

14. Single-sex/group/non-family bookings

The lodge caters primarily for families and couples. However single-sex groups and/or younger group bookings will be permitted where the owner is satisfied about the responsibility of the party. An additional security deposit of £150 (total £300) will be asked for and the full amount will be banked. This will be returned by cheque or by BACS after the stay providing the lodge has been left in the condition in which it was taken over. **That means properly clean, tidy and with no damage or breakages. It also means no disturbance to other visitors in other lodges.**

15. Force Majeure

The lodge owner does not accept responsibility or pay any compensation where the holiday period is cancelled, or reduced by reason of "force majeure".

The circumstances for "force majeure" includes any event the owner could not, even with all due care, foresee or avoid. Such circumstances include the destruction or damage of the property (which cannot reasonably be remedied to a satisfactory standard before the start of your holiday) through fire, flood, explosion, storm or other weather damage, break-in, criminal damage or any similar event beyond the owner's control. Such circumstances also include riots or civil strife, industrial action, natural or nuclear disaster, fire, adverse weather conditions, war or threat of war, actual or threatened terrorist activity and all similar situations beyond the owner's control.

16. Pets

Pets are not allowed in either lodge.

17. Vehicles

There is a private parking space at the rear of both lodges for two cars. Please park other cars in designated areas and parking, even temporarily, is not permitted on the grass. Please note that your vehicles and their accessories and contents are left entirely at your risk. The owner of the lodges not the grounds will not be responsible for any loss or damage from or to any vehicle from any cause whatsoever.

18. Liability

The owner does not accept liability for any damage, expense, injury, death or loss of any nature whatsoever suffered by any person(s) from any cause whatsoever other than, in the case of the owner's proven negligence of him/herself or his/her employees or agents. The owner carries Public Liability Insurance.

This does not attempt to exclude negligence or breach of statutory duty.

Any references to the site grounds, jetty and beach area as to suitability with regards to use and safety, are intended to give you a general impression and are not stating if they are, or are not, safe for any intended use.

19. Any shortcomings

You must notify any shortcomings with your property to the owner or his representative immediately so that remedial action, if appropriate, can be taken.

For complaints and claims which do not involve personal injury, illness or death, the owner cannot accept any liability if you fail to notify the owner or his/her representative of any complaint or claim during your holiday and write with full details within 14 days of the end of your holiday.