

TERMS AND CONDITIONS (as at 9/6/08)

Please take time to read the following as when you book a break away at the lodge we both need to be sure of the conditions and obligations that apply. Making a booking deems that you accept these Terms & Conditions.

These terms & conditions are designed to protect the property, myself, neighbours and yourself. I would ask that you respect our property. The complex is intended for families to enjoy the splendor of the loch and the surrounding area and I would ask that you respect other visitor's desire for privacy and tranquility.

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 4pm unless something outwith the owners or the cleaners control precludes this. You must leave your property by 12pm 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, all dishes should be washed, and please 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, weekend lets and mid week short breaks. Please do not hesitate to enquire if other periods are required.

2. Booking Confirmation

Upon booking you will be invited to pay a deposit of £100. 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. We both agree to submit any dispute to the exclusive jurisdiction of the Courts of Scotland.

3. Security/Damage Deposit

A Damage deposit of £100 is also required which should be sent along with the booking balance. This will be returned to you by post 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, or from that caused by any pet, or due to smoking within the lodge, a retention of an appropriate amount (at the sole decision of the owner) will be made to cover extra cleaning costs and time.

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.

4. Booking monies

Once a booking is made (by whatever means) a deposit of £100 per week or short break must be sent within 7 days. The booking 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 £100) will be required. Payments should be made in UK Sterling by cheque to Miranda Kelly. The balance is due and payable 8 weeks before your holiday start date or earlier if less than 8 weeks).

5. Keys and Site Access.

This will be notified to you by email prior to your booking date.

6.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.

7. 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 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.

8. Minors

Bookings are not accepted from anyone less than 21 years of age.

9. Linen and towels

Bed linen and towels are provided (this will be duvets, covers, pillows 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.

10. 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, you will remain liable to pay the hire price and no refund shall be due. 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 neither we nor the owner will have any further liability. In this event, you will remain liable to pay the hire price and no refund shall be due.

11. 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.

12. 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.

13. Single-sex group bookings

The lodge caters primarily for family holidays – however single-sex groups and/or younger parties will be permitted where the owner is satisfied about the responsibility of the party. An additional security deposit of £100 will be required. This will be returned by cheque after the stay providing the lodge has been left in the condition in which it was taken over.

14. 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.

15. Your pet

One well-behaved dog is allowed in the property. There is a charge of £15 per week or part thereof. There is no charge for guide or hearing dogs. You must tell us that you are bringing your pet when you make your booking. Please ensure that your pet is not left unattended in the lodge, or in the grounds. You must bring your pet basket with you as pets are allowed on the clear understanding that in no circumstances may they lie on the bedding or chairs. If extra cleaning is required or there is evidence that the animal has been on the beds or chairs, a discretionary (at the sole decision of the owner) amount will be deducted from the damage deposit. Most owners respect that not everyone is used to dogs but careless control may affect the well being of the occupants, next occupants and other site users. Animals other than dogs can only be accepted with specific permission from the owner. In the interest of visitor safety, and following government legislation, regrettably the following types of dogs are not accepted: American Pit Bull Terrier, Japanese Tosa, Fila Brasileiro and Dogo Argentino even where these types of dog are muzzled as required by government legislation.

16. Vehicles

There are 2 private parking spaces at the rear of the lodge 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 will not be responsible for any loss or damage from or to any vehicle from any cause whatsoever.

17. 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.

18. 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.

Contact details:

M Kelly, 21 Rozelle Avenue, Newton Mearns, Glasgow, G77 6YS

Tel +44 (0)7976983044

Email stevie@lochlomondlodge.com