

## Terms and Conditions of Hire - Cnoc na Loch Croft House

**Please read carefully:** *(We are obliged by law to write down these terms and conditions and because of the legal language they sound much worse than they really are, they are only common sense).* When you book your holiday with us, you (the hirers) and on behalf of each member of your party, are entering into with us (the owners) a legally binding contract. Terms are quoted on a weekly basis. The responsibilities we have towards each other are as follows:

1. **Booking & Payment.** The hirer will pay a non-returnable deposit of £100.00 (one hundred pounds) for Cnoc na Loch Croft House at the time of booking. This will secure the booking on receipt of the completed booking form and deposit. The acceptable methods of payment are a cheque drawn on a UK bank, cash or GBP Travellers Cheques. The balance will fall payable four weeks prior to commencement of the holiday letting period. The hirer will invoice you at the time of sending receipt for the £100 deposit, stating the balance due and when the balance has to be paid by. Non-payment of the balance by the due date, without alternative arrangement, will constitute unilateral (and therefore illegal) cancellation of the contract by the hirer and the owner reserves the right to re-let the cottage; however if unable to do so will consider the hirer liable for payment. The booking is accepted subject to the clear understanding that should the accommodation become unlettable through circumstances beyond the control of the proprietors you shall be entitled to a refund not exceeding the amount paid. For holiday booked within the 6 week period, full payment is required.

2. **Cancellation.** If the hirer wishes to cancel the booking he/she should advise the owner immediately by telephone or e-mail, followed by a confirmatory letter. The owner will (but without any obligation to the hirer) use their best endeavours to obtain a replacement letting and, if such replacement is obtained, will then refund to the hirer any monies paid, less a handling charge of 10%. If the owner is unable to obtain a replacement letting the owner shall be entitled to retain all payments already made and to recover, if not already paid, the balance of the hiring charge. **It is up to the hirer to obtain holiday cancellation insurance if he/she wishes to cover unforeseen circumstances, which we strongly recommend.**

3. **Arrival & Departure.** The property is let from Saturday to Saturday. Entry to the cottage is from 4pm (1600hrs) on the first day of the holiday let. The cottage must be vacated by 10am (1000hrs) on the last morning of the holiday let. *This can sometimes be negotiable if there is not another party entering the cottage that day. However please ask the owners on arrival regarding this.*

4. **Number of party.** The total number of persons occupying Cnoc na Loch Croft House at any one time should not exceed 6 (six) persons. This is due to fire regulations.

5. **Heating & Electricity.** The cost of heating and electricity are included in the price of the cottage. There is an option for the hirer to choose either an open coal fire or use an electric fire. Your option should be highlighted at the time of booking. If the hirer wishes to choose the option of a coal fire, coal will be supplied.

6. **Telephone.** Please note that you do not get mobile reception at the Croft House and mobile phone reception is quite scarce in this area. There is however a payphone for general public use in the village of Elgol.

7. **Parking.** There is a two car parking bay as you come through the gate to Cnoc na Loch Croft House **It is recommended that the hirer uses this parking area and does not take their vehicles past this point, as it can be difficult to manoeuvre vehicles below this parking area.**

8. **Liability.** The owner makes every reasonable effort to reduce the safety hazards inside and outside the cottages. Parents should keep their children under observation, particularly toddlers at all times. The hirer's belongings, including cars are left at his/her own risk. The owner will not be liable for any accident, loss or damage thereof or thereto from any cause whatsoever or from negligence of the owner's servants.

9. **Complaints.** The owner will make every reasonable effort to ensure that you have an enjoyable holiday. If, however, the hire has any cause for complaint, action should be taken as soon as possible. It is essential that the hirer contact the owner immediately if any problem arises. Discussion with the owner while the hirer is hiring the property should enable problems to be resolved straight away, and the hirer will endeavour to rectify any problems should they arise. The owners cannot subsequently consider any complaints or enter into any correspondence about them.

10. **Damages/Breakages.** If upon arrival something has been found to be broken or damaged please let us know as soon as possible, so as you are not held responsible. Therefore it would be appreciated if you would report any breakages or damage during your stay so they can be rectified before the next guests arrive. Accidental damage and that resulting from normal use will not be charged for. We reserve the right to charge for damage that would not be considered to result from normal wear and tear.

11. **Televisions.** The owner will provide the hirer with a television (Sky channels excluding Sky movies and Sky sports channels) properly tuned. In the case that they are found to have been tampered with, the hirer will be liable for the cost of re-tuning. The hirer is responsible for making sure the relevant remote controls are left next to the television before departure.

12. **Cleaning.** The owner will provide the cottage to the hirer in a clean and tidy condition, the carpet well vacuumed, oven and hob, baths, basins

and toilet etc., properly cleaned. The hirer has to take all reasonable and proper care of the cottage and its contents. The hirer is responsible for any additional cleaning costs incurred. **The owners expect the cottage to be left as the hirer has found it, i.e clean and tidy.**

13. **Linens and towels.** The owner will provide the hirer with sufficient clean linen and towels free of charge which must be left in the cottage at the time of departure. The hirer is responsible for the cost of replacing any damaged stained or discoloured items.

14. **Smoking.** Smoking inside the cottages is **strictly** forbidden. The hirer and guests are welcome to smoke outside the cottage, provided that no cigarette butts are left on the grounds. A metal sand bucket is provided outside the kitchen door for placing used cigarette butts. Please cover after use to prevent rainwater soaking the sand bucket.

15. **Pets.** Regrettably no pets are allowed in Cnoc na loch Croft House.

16. **Right of Entry.** The proprietors reserve the right to refuse admission to their property and to require any person to leave when they consider there is a breach of contract or deem that there is damage to the property or cause of nuisance or conduct in an offensive manner. The proprietors also reserve the right to enter their premises at any reasonable hour.

17. **Sub-letting.** Subletting is strictly prohibited. Overnights guests are permitted only by prior arrangement with the proprietors.

18. **Contract.** The hire contract is between the hirer and the owner Mr & Mrs E.C.MacKinnon

**\*It would be appreciated if you would leave the property in a clean and tidy condition to facilitate a smooth changeover to the next guests.\***