

MEALL DUBH

BOOKING TERMS & CONDITIONS

Please read this carefully. When you make a Booking (whether online, by email, telephone or post, or any other method), these conditions are deemed to have been accepted by you.

1. DEFINITIONS

“Booking” means the reservation of the Property by the Holidaymaker only for the purpose of a holiday.

“Booking Conditions” means these terms and conditions.

“Deposit” means the payment made to secure the booking by the Holidaymaker

“Holidaymaker” means the person or persons making the Booking.

“Confirmation” means the confirmation of the Booking issued by the Property Owner to the Holidaymaker (by email) once the Booking has been received with the Deposit.

“Property” means Meall Dubh, 224 Raffin, Stoer, Lochinver, IV27 4JH.

“Owner” means the owner of the Property.

“Rental Charge” means the total rental charge payable in UK sterling in respect of the Booking.

2. BOOKINGS AND PAYMENT

2.1 On receipt of the Booking and the Deposit, the Owner will issue a Confirmation to the Holidaymaker to complete the Booking.

2.2 Upon receipt of the Confirmation from the Owner, the Holidaymaker should check the details and notify the Owner of any correction within 7 days. No changes can be made to the Booking after this time without the written consent of the Owner.

2.3 Any remaining balance of the Rental Charge must be paid by the Holidaymaker to the Owner no later than 28 days prior to the commencement of the holiday.

2.4 If the Owner has not received the balance of the Rental Charge by the due date, the Owner reserves the right to treat the Booking as cancelled by the Holidaymaker and clause 3 shall apply. The Holidaymaker shall have no claim against the Owner for compensation or reimbursement whatsoever.

2.5 The Owner reserves the right to correct any error in advertised and/or confirmed prices.

3. CANCELLATIONS

3.1. To minimise the financial risks associated with going on holiday it is strongly recommended that the Holidaymaker arranges travel insurance that matches their needs when booking the holiday.

3.2. The Holidaymaker should notify the Owner immediately in writing if he/she wishes to cancel the Booking. The cancellation only takes effect when the Owner has received written confirmation from the Holidaymaker. If the Booking is cancelled after the balance of the Rental Charge becomes payable, such balance shall remain payable notwithstanding cancellation.

3.3. No refunds will be given on the cancellation of a Booking by the Holidaymaker. The Holidaymaker should consider whether insurance cover is desirable to protect themselves from cancellation charges.

3.4. If the Holidaymaker has paid any money in respect of the Property and the Property then becomes unavailable for whatever reason, the Owner shall refund all Rental Charges paid by the Holidaymaker. The Owner is not liable for any other costs/liabilities associated with a cancellation/alteration of a booking.

4. RESPONSIBILITIES OF THE HOLIDAYMAKER

4.1. During the period of the holiday, the Holidaymaker (personally and on behalf of all other people visiting the Property) undertakes (for the benefit of the Owner) as follows:

4.1.1. that the number of people occupying the Property will not exceed the number stated on the Confirmation.

4.1.2. that the Property will be used solely for the purpose of a holiday by the Holidaymaker and his party.

4.1.3. to show consideration for other parties (to include, but not be limited to, refraining from abuses of the Property and/or dangerous, offensive, or rude behaviour to the Owner, his representative or any third parties such as neighbours).

4.1.4. to allow the Owner or his representative access to the Property at any reasonable time during the period of the holiday.

4.1.5. to keep the Property and all furniture, utensils, equipment, fixtures and fittings in or on the Property in the same state of repair and condition as at the commencement of the holiday and to ensure that at the end of the holiday the Property is left in the same state of order and cleanliness in which it was found. The Owner reserves the right to levy an additional charge for any extra cleaning required after the Holidaymaker's occupancy and for any consequential loss.

4.1.6. to report as soon as possible to the Owner any breakages or damage caused by the Holidaymaker during the holiday and to reimburse the Owner with the cost of replacement.

The Owner reserves the right to make a claim against the Holidaymaker for repair or loss because of damage caused.

4.1.7. to arrive after 4 p.m. on the arrival day and to vacate the Property by 10 a.m. on the day of departure unless prior arrangement has been agreed with the Owner and/or the Confirmation states otherwise.

4.1.8. not (without the express permission of the Owner) allow any person other than guests booked and staying in the Property for their holiday to use the facilities and amenities of the Property.

4.1.9. Only use wood fuel in the logburners. The burning of other products (eg coal, coke etc) is expressly forbidden; and

4.1.10. to notify all other members of the Holidaymaker's party of these undertakings.

4.2. In the event of a breach of any of the undertakings set out in clause 7.1 the Owner (or his representative) can refuse to allow the Holidaymaker to take possession of the Property or make the Holidaymaker leave the Property before the end of the Holiday. In either case the Holidaymaker shall be deemed to have cancelled the Booking, and the Holidaymaker shall have no claim for compensation or reimbursement whatsoever.

4.3. At the end of the period of the holiday the Holidaymaker will return the keys to the Owner, or his representative as agreed prior to the commencement of the holiday.

5. SMOKING AND PETS

5.1. Smoking or pets are not allowed at the Property.

6. LIABILITY

6.1. The Holidaymaker's (and all other members of the Holidaymaker's party's) personal belongings and vehicles (together with their contents) are left at the Property entirely at their own risk.

6.2. The Owner shall accept no liability to the Holidaymaker for any loss, damage or injury howsoever caused to the Holidaymaker or to the Holidaymaker's personal property (or to persons in the Holidaymaker's party or their personal property) during their stay at the Property except to the extent such loss, damage or injury is caused by the negligence or wilful default of the Owner.

6.3. No representative has authority to vary, amend or waive any of these Booking Conditions and no amendment or addition to any of these Booking Conditions shall be deemed to have been accepted unless accepted in writing by the Owner.

6.4. No representative has authority to make any verbal representations or provide additional information over and above information contained in the Owner's brochures and website. The Owner cannot accept responsibility and gives no warranty in respect of

information or representations not contained in these Booking Conditions or the Owner's website.

7. FORCE MAJEURE

7.1. No liability can be accepted and no compensation will be paid by the Owner, where the Holidaymaker or his personal property (and/or any person in the Holidaymaker's party and/or their personal property) suffer any loss, damage, injury, disappointment, inconvenience or otherwise, or where the performance or prompt performance of any obligations by the Owner or the Owner are prevented or affected, by any event which the Owner or the Owner could not have reasonably foreseen or avoided including war, threat of war, riot, civil strife, industrial action, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions closure of international borders, disease, none availability of transport services, interruption to services/utilities and all similar events outside the control of the Owner or the Owner.

8. LAW AND JURISDICTION

8.1. All contractual obligations arising out of these conditions shall be subject to English Law and the exclusive jurisdiction of the English Courts