

TERMS AND CONDITIONS OF LET

Large Holiday Houses Ltd (The Company) arrange bookings of accommodation as agents of the owners of such accommodation (The Owner). We act on behalf of The Owner. Your booking should be for holiday purposes only unless otherwise agreed in writing. These properties must not be used for party purposes, weddings or filming without prior written agreement. If such a usage is agreed the Good Housekeeping Deposit is increased. The cost of any breakages, losses or excessively heavy cleaning required will be deducted from this deposit and the balance refunded. A Facility Fee may be payable for a function or party where the numbers using the property exceed the capacity the house can sleep.

Your contract is between you and the Owner of the property and is subject to the following conditions.

(Nothing in these conditions affects your statutory rights).

PERSONAL DETAILS

Information you provide will be forwarded to the Owner of the property who may contact you with regard to your forthcoming booking.

BROCHURE DETAILS

The properties in the brochure are visited and inspected prior to being included in the portfolio. The description in the brochure matches the house as it was when visited by an LHH representative. The various accommodations are of all standards from the very luxurious to simply furnished but functional houses. The Company does not accept responsibility for any changes, omissions or defects, that may affect the property or its amenities, which were made after the inspection by its representative and before the next inspection is due.

YOUR HOLIDAY HOUSE

You can arrive at your accommodation after 16.00 hrs on the start date of your holiday and you must have vacated the property by 10.00 hrs on your final day. If you anticipate being much later than 16.00 hrs please contact the person whose details you will have been supplied with to let them know and to make alternative arrangements. If you fail to do so you may be unable to gain access to the property.

You agree to keep the house clean and tidy and to leave the house in a similar condition of cleanliness to when you arrived. Any additional cleaning of the property, following your departure, beyond the normal amount reasonably required, may be charged as extra and deducted from your Good Housekeeping Deposit. See Booking Procedure in brochure and on website.

The numbers in your party must never exceed the stated house capacity except by written prior agreement.

If you have arranged to take a pet with you please observe the individual house regulations as far as pets are concerned. For all houses pets must not be allowed either upstairs or on soft furnishings and must not be left unattended in a property. All dog faeces must be removed from the garden or immediate surrounding area.

SMOKING

To respect the wishes of both smokers and non-smokers please do not abuse the no smoking regulations at the houses. Some properties are specifically non-smoking but many allow smoking and allocate certain rooms. All properties operate a no smoking in bedrooms policy and if this is breached the owner may wish to withhold the full Good Housekeeping Deposit to cover the cost of soft furnishing and carpet cleaning.

YOUR BOOKING

You must be 21 years or over when you book the accommodation.

We have the right to refuse any booking prior to the issuing of any confirmation in writing. When you receive your confirmation you must check all the details carefully for accuracy and contact us immediately if you find any discrepancy.

RENTALS AND CHARGES

In order to secure a booking you need to make a deposit payment of 30% of the total rental. We will hold a provisional booking for 3 days but do not guarantee that this will still be available at the end of the 3 day period. A credit or debit card payment secures a booking. On receipt of your deposit, booking fee and any other relevant charges we will confirm your booking in writing. You are then responsible for the balance of the rental, which is due no later than 12 weeks prior to your arrival. If your holiday is within the 12 week period you are required to pay the full rental. For bookings made within 2 weeks prior to arrival the rental must be paid by debit card.

Payments by credit card are subject to a 2% surcharge; payments by debit card do not incur a surcharge if the card is issued by a UK bank. We accept Visa and Mastercard; Maestro (formerly Switch) and Visa Delta. If you are paying by cheque please send only one cheque or add 60p per cheque to any additional cheques. Please ensure that sufficient funds are available to cover your cheque as there is a £25 charge for any returned cheques.

CHANGES TO RESERVATIONS BY YOU

Should you wish to change your reservation once we have issued a confirmation to you we may have to treat this as a cancellation of the booking which would then be subject to cancellation charges which may be as much as the total amount paid. We will advise you if this is the case and you will have the option to continue with the first reservation. Should we be able to transfer your booking to another property there will be an administration fee.

RESERVATION CANCELLATION OR ADJUSTMENT BY US

We hope that we do not have to either cancel or adjust your booking in any way; however, as unforeseen problems do occur we would contact you immediately to discuss any proposed cancellation or adjustment. If the circumstances affect your desired property we will endeavour to find you alternative and similar accommodation at a similar rental. If the alternative is unacceptable to you, or the rental more than you wish to pay, we will refund all of your original rental deposit.

Except where otherwise expressly stated in these Conditions, the Owner and the Company shall not be liable for changes beyond our control or beyond the control of the Owner.

CANCELLATION BY YOU – PLEASE ENSURE THAT YOU ARE PROTECTED BY CANCELLATION INSURANCE

If you have to cancel your reservation you must telephone the Company on the number shown on your booking confirmation as soon as the reason for the cancellation occurs. You must also confirm your cancellation in writing. The day on which we receive the telephone cancellation is the day on which your reservation is cancelled.

Deposits and balances are non-refundable in the event of a cancellation.

Please note that should you cancel your booking prior to the balance due date, this amount still remains payable by you and is refunded (less an administration fee of £70) only if we have been able to re-let the holiday subsequent to your cancellation. We advise that you ensure that your holiday insurance covers you for this.

COMPLAINTS

We hope that you will not have any cause for complaint but in the event of a problem arising, and should you have cause for complaint, you must in the first instance contact the owner of the property immediately so that any problem may be speedily resolved, as the owner must be given the opportunity to rectify the problem. Some problems are very easily rectified if notified. If this is not possible please contact The Company and we will attempt to contact the owner on your behalf. If, after this, you feel that the problem has not been resolved then you must, within 7 days of the end of your holiday, put your complaint in writing to us. All letters will be copied to the Owner for their comments and response. Send your letter to us marked Customer Relations. Please be aware that LHH can only act as a mediator in these situations to try to facilitate an outcome satisfactory to both parties.

LIABILITY

In signing the booking form you agree to indemnify us against all loss and damage arising directly or indirectly to the property and its contents from any deliberate or negligent act or omission by yourself, or any other person or animal accompanying you or any member of your party.

Neither The Company nor the Owner accept responsibility for any loss or damage to any belongings, nor injuries sustained by you or any member of your party.

LAW

The contract between you and the Owner is subject to Scots Law and is formed in Poyntzfield, Ross-shire, Scotland.

This brochure was published in September 2007 and is valid until September 2008 unless replaced earlier and supersedes all previous brochures. Bookings taken for holidays commencing after August 31st 2008 may be subject to rental or facility changes.

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