

Ben Lomond Lodge

28, Rowardennan Lodge, Glasgow G63 0AR

Terms and Conditions of Rental

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. You must leave the lodge by 10 am unless by prior arrangement and there are no incoming guests. Please leave the lodge in the same condition as it was received and leave the beds & duvets stripped of the linen. All breakages must be reported. 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 kitchen for your guidance. Gas and Electricity (up to £35 per week) is included in price but meter readings are taken at beginning and end of each booking and any excessive use may be charged and deducted from security deposit.

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 subject to Scottish law. 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 required 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, 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), £50 will be deducted from the deposit to facilitate its replacement and/or arrangements for the incoming occupiers.

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 two occupying a cot are in addition. You also agree not to exceed the number of people on the booking form.

5. Booking monies.

When a booking is made (by phone or email) you must pay the applicable Booking Deposit as part-payment towards the cost of your holiday 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.

Your Balance-of Hire-Money is due and payable by the date printed on your Hire Invoice (8 weeks before your holiday start date). For bookings made within 8 weeks of your holiday start date, you must pay the full monies when you make your booking, including the good housekeeping / damage deposit cheque.

We reserve the right to pass on to you any bank charges and other costs we incur if payment is made in foreign currency, by Euro cheque, or any other method not normally accepted by us or if we have to re-present a cheque or process Late payments.

6. Wi-Fi .

We operate a Fair Usage Policy for WiFi.

Please be considerate to other guests and leave them some data.

7. Keys and Site Access.

This will be notified to you after full payment, Booking Form and Housekeeping Deposit have been received before your arrival.

8. Changes by you.

Once a booking has been confirmed by us to you, should you require us to amend it or to re-invoice you for any reason then a fee of £15.00 will be charged.

9. Cancellation by you.

Telephone us IMMEDIATELY if you need to cancel your holiday. Then on the same day send us by first class mail your Hire Invoice or by email. Your cancellation is effective from the date we receive your written notification. Your cancellation will be acknowledged by us in writing or by email.

If you cancel, you are still liable for the payment of your balance-of hire money. We will endeavour to re-let your holiday. If we are able to do so before you pay your balance-of hire money, you will only lose your booking deposit, if you have paid it. If we are able to re-let after you have paid your balance-of hire money, we will refund the whole or part of that money (so that you only lose your booking deposit, if you have paid it) up to a maximum of the hire charges we receive on re-letting.

All or part of your liabilities as stated above may be covered if you have purchased a Cancellation Insurance and your reason for cancellation is one of those covered. You are strongly advised to seek Holiday Insurance that covers for cancellation through job loss / redundancy, deaths, travel or bad weather conditions.

10. Minors.

We cannot accept bookings from anyone under 25 years of age.

11. Lodge availability.

Your booking is accepted on the understanding that your confirmed property will be available for your use on the agreed date. Very occasionally, "force majeure" does not make it possible. Where "force majeure" (as defined in clause 11) arises, we have the right to cancel your booking. In this event , we will endeavour to offer you an alternative Lodge, if available. If we cannot do so or if you do not wish to accept the alternative we offer, we will refund all monies you have paid to us in full. Where any cancellation or change results from " force majeure" as defined in clause 11, our liabilities are limited to offering you an alternative property (where available) at the same rental rate or less or full refund as set out above. We regret we cannot pay any compensation or meet any expenses or costs you may incur as a result of any such cancellation or change.

The owners reserve the rights 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.

We have the right to refuse to hand over accommodation to any person(s) who, in our reasonable opinion, 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 we will not have any further liability.

If in our reasonable opinion, any person(s) is 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 we will not have any further liability. In this event, you will remain liable to pay the hire price and no refund shall be due.

The hirer shall also be liable for any damage caused in the lodge during the period of hire. We have 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. Force Majeure.

We cannot accept responsibility or pay any compensation where the performance or prompt performance of our contract with you is prevented or affected by reason of circumstances which amount to "force majeure".

Circumstances amounting to "force majeure" include any event which we could not, even with all due care, foresee or avoid. Such circumstances include the destruction or damage of your Lodge (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-ins, criminal damage or any other similar event beyond our control. Such circumstances also include riots or civil strife, Industrial

action, natural or nuclear disaster, fire, adverse weather conditions, war or threat of war, or threatened terrorist activity and all similar situations beyond our control.

13. 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.

14. Your Pet

Well behaved pets only.

15. 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,

16. Vehicles

There is a parking space 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. Any shortcomings.

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

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