

## LORAN HOUSE and LITTLE LORAN HOUSE TERMS AND CONDITIONS 2009

- Our Contract:** These are the conditions of the contract between you and Aileen MacEwan (“we”). When you book accommodation, a contract is made when you (or your travel agent) confirm your booking (“the Confirmation Date”). The contract confers on you the right to occupy the accommodation for a holiday only, and in terms of section 12 (schedule 4, paragraph 8) of the Housing (Scotland) Act 1988 is not an ‘assured tenancy’.
- Acceptance of Conditions:** By making a booking you accept these conditions on behalf of all the members of the party. You also accept responsibility for paying for the account for the whole stay. You must be at least 21 years old to make a booking for Loran House and/or Little Loran House. The Applicant/Contact must personally stay at the accommodation throughout the holiday. He/she is solely responsible for the whole party. Assignees and sub-tenants are prohibited.
- Bookings:** All bookings are subject to availability. Initial bookings can be made by email, telephone or in writing (the “Reservation Date”). A firm booking by email or in writing must be made within 7 days, accompanied by the deposit (see number 4 below). A Receipt/Confirmation Note will then be issued by email or in writing by Aileen MacEwan. Bookings made 4 weeks or less before the arrival date must be accompanied by the full holiday price within 7 days of the Reservation Date. We reserve the right to declare the contract void, the deposit forfeit and to re-let the accommodation, should the balance not have been received within the time limit.
- Deposits:** To guarantee a booking, a **non-refundable deposit** is required within 7 days of the Reservation Date. The deposit for Loran House and/or Little Loran House is **20% of the full price**. This should be made by cheque (payable to Aileen MacEwan). This deposit shall be deducted from the final charge.
- Prices:** Prices vary depending on the time of year. Please read your Confirmation Note once you have received it and check the details are correct.
- Payment:** The full amount of the holiday must be paid 4 weeks prior to the Arrival Date. We will email you to remind you at that time. If full payment is not received 4 weeks prior to the Arrival Date, then it may be considered a cancellation of the booking and in this case we reserve the right to make the property available for booking to other parties. Please make payment by cheque (payable to Aileen MacEwan).
- Arrivals:** The houses are available from 3.00 pm on the Arrival Date.
- Departures:** The houses must be vacated by 10.00 am on the day of departure.
- Keys:** You will normally be greeted and given a warm welcome on your arrival. On such occasions if this is not possible you will be given instructions for access prior to your arrival. On departing, you are asked to please lock up the house and post the keys through the letter box.
- Dogs:** We can accommodate up to 2 dogs in Loran House, but regret we cannot accommodate dogs in Little Loran House. In Loran House, please keep the dog downstairs only and do not allow on the furniture. Please bring your own bedding for your dog. If your dog has a swim in the Loch please dry them off outside before allowing in the house. On departure please ensure the house is free from dog hair and on an ongoing basis pick up and dispose of any fouling in the garden. Loran House is a family house and your dog is very welcome, as part of your family.
- Bed linen:** Bed linen is provided for your use, at no extra cost.
- Towels:** Towels are provided for your use, at no extra cost.
- Electricity:** The electricity/power is fully inclusive.
- Telephone:** There is no telephone, however there is good reception for Vodafone.
- Candles:** Due to fire safety regulations, candles should only be used with great care and should never be left unattended.
- Smoking** No smoking is allowed in the houses.
- Health and Safety** All steps have been taken to ensure, as far as is reasonably practicable, that your stay is safe. Please refer to the health and safety information, including risk assessment carried out, in the Client Information folder in the house.
- Insurance** Travel Insurance is not included in your package, however we strongly recommend that you take out travel insurance. We also recommend that you take out cancellation

insurance (see number 19 below). You will indemnify Aileen MacEwan against loss, damage or injury sustained to the property or persons as a result of any breach of these conditions or arising from the fault of you or any member of your party.

19. **Cancellations** You must make cancellations directly with Aileen MacEwan and then confirm your cancellation by email or in writing. The charge for cancelling your reservation varies depending on how many days before the arrival date your written cancellation is received:-  
**21-28 days before arrival date = 50% of total cost retained**  
**8-20 days before arrival date = 75% of total cost retained**  
**0-7 days before arrival date = 100% of total cost retained**  
**The deposit is non-refundable.**
20. We strongly recommend that you take out cancellation insurance.
21. **VAT** There is no VAT chargeable on your stay at Loran House and/or Little Loran House.
22. **Damage to Property** An inventory of all the contents is kept in the house. Please ensure that you take all reasonable care in the use of the property and its contents, including the security of the property. Please report any damages as soon as they occur. We reserve the right to charge for all repairs, losses or replacements necessitated by the negligent act or omission of any of your party, guests or invitees. If necessary this may include an administration charge. As far as the law allows, we take no responsibility for loss, damage or injury to you or any of your party as a consequence of this agreement or the occupancy following on thereon.
23. **Cleaning** You are asked to leave the accommodation as you found it, in a clean and tidy condition. We reserve the right to make a charge for extra cleaning if the accommodation is not left in a satisfactory condition.
24. **Cleaning Materials** Soaps, shampoos, washing powder, dishwasher tablets and washing up liquid are all provided for your use, as are household cleaning products e.g. Cif, bleach, etc.
25. **Unavailability** In the very unlikely event that the house is not available due to circumstances beyond our control, we will refund any monies received from you.
26. **Numbers** The number of occupants must not exceed the number on the booking form.
27. **Brochure/Website** We have done our best to ensure that details are accurate, however we do reserve the right to make modifications where necessary.
28. **Access** We reserve the right of access at any reasonable time during your stay for us or our agents.
29. **Unreasonable Behaviour** Aileen MacEwan reserves the right to cancel your stay with immediate effect in respect of any individual, or party with whom that individual has reserved a holiday, if we consider that the individual's behaviour is inappropriate. If the stay has commenced no monies shall be refunded.
30. **Applicable Law** These terms and conditions, and the contract constituted by them, are governed by and shall be constituted in accordance with the laws of Scotland, and the parties to this contract hereby prorogate the non-exclusive jurisdiction of the Scottish Courts.
31. **Amendment to Contract** Aileen MacEwan reserves the right to change, cancel or withdraw any of these terms and conditions or your reservation without entering into communication regarding these changes.
32. **Privacy Policy** We will treat all your Personal Information as confidential. If we are requested by the Police or any other regulatory or government authority investigating suspected illegal activities, to provide your Personal Information, we may be obliged to do so.