

Terms and Conditions

General

This is a legally binding contract between the property owners, William Clein and Ediane Clein and the holidaymaker. The property owners are also referred to as "we" and "us".

The holidaymaker is the person who signs the booking form or, in the case of online booking, the person who makes the online payment. This person is responsible for ensuring all members of the holiday party accept and adhere to these terms and conditions. The holidaymaker is also referred to as "you".

The property referred to being Cruachan Holiday Home, Cruachan, Badnaban, Lochinver, Sutherland, IV27 4LR, United Kingdom.

Bookings

A **NON-REFUNDABLE** booking deposit is payable within 7 days of the provisional booking being taken. The booking is taken on a provisional basis until the deposit has been paid in full and funds cleared through the banking system (where appropriate). The booking then becomes confirmed. Until the booking is confirmed, it can be cancelled at any time without prior notice.

The balance of the rental charge, along with the breakage deposit, is payable not less than 8 weeks prior to the start of the holiday. Failure to pay the deposit or balance in full by the due dates will constitute a cancellation of the holiday by the holidaymaker. Please be sure to note the due dates of these payments as reminders are not routinely issued.

Bookings made less than 8 weeks prior to the arrival date must be paid in full at the time of booking.

IF A BOOKING HAS TO BE CANCELLED BECAUSE OF GOVERNMENT RESTRICTIONS IN RELATION TO COVID-19, SUCH AS IF THE STAY AT HOME ORDER IS EXTENDED OR REINSTATED A FULL REFUND, INCLUDING THE BOOKING DEPOSIT, WILL BE GIVEN IF REQUESTED BY THE HOLIDAYMAKER WHEN THE BOOKING WAS MADE DIRECT VIA [HTTPS://WWW.HIGHLANDSHOLIDAY.CO.UK](https://www.highlandsholiday.co.uk). THIS REQUEST MAY BE SENT VIA EMAIL.

If at any time prior to your arrival, or at any time during your stay, any member of your party has, or develops symptoms of COVID-19, you must notify us immediately. On receipt of such notification we reserve the right to refuse or cancel your booking or ask you and any member of your party to leave the property immediately.

If you have already arrived and are required, due to developing symptoms of or being diagnosed with COVID-19, to vacate your accommodation we will not make any refunds.

If, for any reason, you are required by a UK and/or Scottish government official to remain in place at Cruachan Holiday Home, beyond your scheduled date of departure, you agree to pay the seasonal daily rate and any additional cleaning fees required to deep clean and disinfect the property.

Cancellation by the Holidaymaker

Cancellation of the booking by the holidaymaker should be made in writing and addressed to:

William Clein

Cruachan
Badnaban
Lochinver
Sutherland
IV27 4LR
United Kingdom

In the event of a cancellation, we will attempt to re-let the property and if successful, a discretionary payment may be made. However, we strongly recommend you take out holiday cancellation insurance.

Cancellation by the Property Owner

The property owner will endeavour to make sure the stated property is available for the dates contracted. In the unlikely event the property becomes not available and the property owner has to cancel the booking, the property owner will endeavour to find the holidaymaker suitable alternative accommodation. If suitable alternative accommodation cannot be found, the holidaymaker shall be entitled to a full refund. The property owner shall only be liable to return the monies received. No compensation or consequential losses shall be paid.

Miscellaneous

Whilst every care is taken to provide a true and accurate description of the property, over time, alterations are made and some things do change. The holidaymaker accepts that no refunds are available for such discrepancies.

The property owner reserves the right to enter the property, at a reasonable time, in the event of an emergency or remedial repair work being required.

The property owner is entitled to ask the holidaymaker to leave the property without any refund if, in the property owner's opinion, the behaviour of the holidaymaker and/or his/her party is unacceptable.

The property owner reserves the right to refuse entry to anyone, who in the property owner's opinion is not suitable to or capable of taking charge of the property.

The property owner reserves the right to ask the holidaymaker and their party to leave the property, without refund, should the behaviour of the holidaymaker and/or their party be considered by the property owner to be unreasonable.

We can not be responsible for a water or power cut as a result of circumstances beyond our control.

Number of Guests

The maximum number of people entitled to stay at this property is 5 and furthermore, only those people named on the booking form are entitled to stay. If it is found that more people than agreed are using the property, this will be considered a breach of contract and the holidaymaker and his/her party will be asked to leave immediately without any refund. Sub letting or assignation of the let is prohibited.

Pets

Pets are **NOT ALLOWED**.

Smoking

Smoking is **NOT ALLOWED** inside the property.

Arrival and Departure Time

Every effort will be made to have the property available from 16:00 on the day of arrival. The property must be vacated by 10:00 on the day of departure. Late departure will result in an additional charge being made. Information about keys and how to collect them will be provided once full payment has been received.

Liability

The property owner takes no responsibility for the personal possessions of the holidaymaker or the holidaymaker's party. Vehicles and possessions are left entirely at the risk of the holidaymaker.

Children must be supervised at all times.

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and even death.

William Clein and Ediane Clein and/or the Cleaners/Housekeepers they contract with cannot prevent you [or your child(ren)] [or anyone else in your party] from becoming exposed to, contracting, or spreading COVID-19 while utilizing Cruachan Holiday Home's services or premises. It is not possible to prevent against the presence of the disease. Therefore, if you choose to utilize William Clein's and Ediane Clein's services and/or enter onto Cruachan Holiday Home's premises you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK: By choosing to stay at and utilize the services and premises you agree that you have read and understood the above warning concerning COVID-19. You hereby choose to accept the risk of contracting COVID-19 for yourself and/or your children and/or others in your party in order to utilize William Clein's and Ediane Clein's services and enter Cruachan Holiday Home's premises. These services are of such value to you [and/or to your children,] [and/or to your party] that you accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize William Clein's and Ediane Clein's services and premises.

Cleaning

We would like to think the holidaymaker and party would treat the property as they would their own home and at the end of the holiday the property is left in a clean and tidy condition. The property owner retains the right to make an additional charge for cleaning should the property not be left in a similar condition to the way it was found at the start of the holiday.

Breakages

The holidaymaker should make every effort to keep the property, fixtures and fittings and all contents in the same state of repair and condition as at the start of the holiday. Any accidental damage or breakages should be reported to the property owner (or their representative) prior to departure. The property owner

retains the right to make an additional charge for damage and breakages although it should be noted that minor breakages and reasonable wear and tear (in the opinion of the property owner) will not be charged for.

Complaints

Every endeavour is made to ensure your stay with us is memorable for all the right reasons. However, we do recognise that from time to time things do go wrong. In these circumstances, it is the responsibility of the holidaymaker to make any such problem known to the property owner (or their representative) immediately it becomes apparent, thereby giving the property owner the opportunity to correct the situation. Unless this procedure is followed, no subsequent claim will be entertained.

The property owner will make every endeavour to rectify any identified problems as soon as is reasonably possible.