
NESS CASTLE

Lodges

1. "We" are Ness Castle Lodges Limited, a company registered in Scotland with company number SC133788, having its registered office at Oldtown of Leys House, Culduthel, Inverness, Inverness-shire, IV2 6AE; "you" are the person whose booking we have confirmed. You are responsible for ensuring that all members of your party are aware of, and comply with, these conditions.
2. The contract is formed between us when we confirm your booking (whether by email, post, fax or verbally) and these conditions, together with any special conditions in the booking confirmation, are incorporated into the contract.
3. Prices shown on our website may vary from time to time; we will advise you of the current price when you enquire about a booking and will confirm this when we confirm your booking. Prices include VAT at the applicable rate from time to time.
4. Your booking must be accompanied by a deposit payment of 20% of the accommodation fees together with our £20 booking fee. This is a non-refundable deposit unless we cancel your booking. The balance of the accommodation fees must be received by us not less than 6 weeks before the start of your stay. If the balance is not received on time, we reserve the right to cancel your booking (without refund of the deposit). If the contract is formed within 6 weeks of the start of your stay, the full amount of the fees must accompany your booking.
5. We reserve the right to charge a separate security/ housekeeping deposit, and this must be paid prior to, or at the start of, your stay. This security/ housekeeping deposit will be refunded to you within 10 days of the end of your stay, subject to your compliance with condition 13.
6. You may pay by credit card, debit card, cheque or bank transfer.
7. After we have issued a booking confirmation, you must check it carefully and let us know within 7 days if it contains any errors. After this 7 day period, if you require your booking to be amended or re-invoiced for any reason, if we accept the amendment we will charge an administration fee of £20 plus VAT. Up to 10 weeks before the start of your stay, you may change your holiday start date to another date within the same calendar year subject to availability and payment of the administration fee and any difference in price. You may transfer your booking to another person, if approved by us, at any time providing you pay the administration fee and any outstanding balance. Change of accommodation will be treated as cancellation rather than alteration.
8. If you require to cancel your booking, please telephone us immediately and confirm the cancellation as soon as possible in writing. If you cancel the booking before the balance of accommodation fees has been paid, the balance remains payable by you and your obligation to pay this is only discharged if we are able to re-let the accommodation subsequent to your cancellation. If you cancel the booking after the balance of accommodation fees has been paid, you will only receive a refund if we are able to re-let the accommodation subsequent to your cancellation. From any refund of the balance of fees, we will deduct an administration fee of £50 plus VAT plus the difference between the fees you paid and the fees we are able to obtain from re-letting the accommodation (if less than the fees which you paid).
9. In the event that we require to cancel a booking, we shall refund to you all the deposits and fees you have paid to us in respect of that booking. We shall use reasonable endeavours to offer you alternative accommodation and/or alternative dates. The refund of these monies discharges all our liability to you in these circumstances. We will not pay any compensation or other reimbursement of any costs or expenses you may incur as a result of our cancellation.
10. Check-in time is 4 p.m. on the first day of your stay (or later if we notify you of unavoidable delays) and you must vacate the accommodation by 10 a.m. on the last day of your stay.

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11. The total number in your party must not exceed the capacity of the accommodation as advertised by us. Babies under 2 are not normally counted as members of your party. We reserve the right to refuse to allow entry to a party exceeding these limitations or to terminate the stay of a party where these limitations are exceeded at any time during your stay.
12. You must leave the accommodation in a clean and tidy condition and you are responsible for any damage done or loss sustained during your stay. We will deduct the costs of this from any security/ housekeeping deposit but to the extent that there is no security/housekeeping deposit or it is insufficient, the costs are payable by you. We reserve the right to enter the accommodation (without prior notice if necessary) if special circumstances or emergencies arise (e.g. if repairs require to be carried out). Damages and breakages must be reported to us immediately.
13. There may be small differences between the actual accommodation and facilities and their description and we accept no liability in this regard.
14. We reserve the right to alter or withdraw amenities or facilities or any activities without prior notice where reasonably necessary including due to repairs, maintenance, weather conditions and circumstances beyond our control. You will not allow any person other than members of your party booked and staying in the accommodation to use any amenities or facilities at the accommodation.
15. Except for cots, bed linen is provided (duvets or blankets and sheets). This shall be changed weekly unless otherwise agreed. There shall be additional charges for additional changes of linen or full room changeovers during your stay– we will advise you of this when we agree such additional changes with you.
16. We reserve the right to refuse to hand over accommodation to any person who we consider, at our sole discretion, is unsuitable to take charge of it. In such cases, all fees and deposits will be non-refundable, the contract will be terminated and we will have no further liability to you.
17. We reserve the right to terminate your stay after it has started if we consider, at our sole discretion, that you or any other member of your party behaves unreasonably and is likely to cause danger or significant annoyance to others or damage to property. In these circumstances, no refund of any deposit or fees will be given. Unreasonable behaviour specifically includes smoking by any member of your party in a property specifically designated and advertised by us as a non-smoking property.
18. The accommodation must not be used for events or activities which we, at our sole discretion, consider inappropriate. You cannot arrange for visitors to the accommodation without the advance consent of the Owner. In particular, the accommodation must not be used for the purposes of parties, celebrations or meetings, without the advance consent of the Owner. If you do any of these things, the Owner can refuse to hand over the accommodation to you, or can repossess it. If the Owner does this we will treat this as you cancelling the booking. In these circumstances you will not receive a refund of any money you have paid for the accommodation and the Owner will not be legally responsible to you as a result of this situation. The Owner, in this situation, is not under any obligation to find alternative accommodation for you.
19. Neither mobile phone coverage or broadband connection speeds are guaranteed.
20. Dogs may be accepted in the accommodation, at our sole discretion. No other animals are permitted in the accommodation. When you book, you must tell us what type of dogs you would like to bring to the accommodation. If dogs are permitted, we shall confirm this in your booking confirmation. If we agree that dogs may stay, you will be charged £25 plus VAT per dog per

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week/ stay (whichever is shorter). Registered assistance dogs are accepted free of charge. You must bring your own pet baskets for the dogs and ensure that the dogs do not lie on the bedding or chairs under any circumstances. Dogs must not be left unattended in the accommodation or elsewhere during your stay and must be exercised on a lead and in the charge of an adult. Dogs must be housed in the kennels, where provided, at night.

21. Your vehicles, their accessories and contents and your personal possessions are left entirely at your own risk. We accept no responsibility for any loss or damage from or to any vehicle or personal possession from any cause whatsoever.
22. We accept no liability for any losses or additional or unexpected expenses incurred as a result of scheduled transport delays, personal injury, sickness, weather, industrial action, war or act of terrorism or act of God or any other event entirely beyond our control. We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence but otherwise, to the fullest extent permitted by law, exclude all liability to you.
23. You must notify us immediately of any complaints or concerns you have in respect of your stay.
24. You are strongly recommended to take out personal travel insurance in respect of your stay.
25. The contract is governed by Scots law and subject to the exclusive jurisdiction of the Scottish courts.