

TERMS AND CONDITIONS FOR THE GLENCARRON ESTATE AND TOAD HALL

Your booking will be accepted only on condition that you agree to the full 'Glencarron Estate & Toad Hall' terms and conditions as stated below.

Bookings may be accepted for the following changeover days. If you want a different day or longer stay please send an enquiry.

Toad Hall: Seven night bookings are based on a Friday to Friday or in School term-time 3 or 4 night weekends starting 4pm Friday. Enquire for other periods.

Glencarron Lodge: Seven night bookings are based on a Saturday to Saturday. Enquire for long weekends or other periods in school term time.

Glenuaig Lodge Seven night bookings are based on a Friday to Friday or in School term-time 3 or 4 night weekends starting 4pm Friday. Enquire for other periods.

Stag Lodge Seven night bookings are based on a Saturday to Saturday or in School term-time 3 or 4 night weekends starting 4pm Friday. Enquire for other periods.

You, the hirer, will be responsible for all bank or currency transfer charges.

If you cancel for any reason whatsoever: The booking deposit is non-refundable. The balance, which must be paid by eight weeks before your stay to secure the property is not refundable. If the property is re-let on the same terms, at the owner's discretion, monies (excluding any agency Commission or Fees over which the owner has no control) may be refunded less an administration fee of £100. You are advised to take out your own cancellation protection insurance.

The damage/security deposit, will normally be returned to you by the agent within 14 days providing, for Glencarron and Glenuaig properties (including Stag Lodge), you pay any electricity, diesel or linen, sporting or other charges due according to your usage direct to the owner by bank transfer and no damage is done and that you email a report of any damage or the fact that there was none to the owner.

To these self-catering properties you must bring all food and other consumables excluding fuel with you. (You must also bring cot duvets and necessary linen for the cots).

At **Toad Hall** all fuel, bedding and bed linen for 10 bed spaces (not for cot) and WiFi are included in the rental price, but you must bring your own towels.

At **Stag Lodge** all fuel, bedding and bed linen for 8 bed spaces (not for cot) and WiFi are included in the rental price.

At **Glencarron Lodge** logs and WiFi are included, but unless you have booked through My Favourite Cottages, towels and bed linen hire is charged at cost (currently £13 per bed space) once number of changes and usage is known. At Glencarron Lodge only, electricity is metered and charged to the hirer at cost price. In a winter week this may be between £450 and £750 depending on the weather and how you like to use it. It is much less in summer.

At **Glenuaig Lodge** hydro and solar-electricity, logs, gas, towels and bed linen are included. If the hydro-electricity fails or for any other reason you switch to the diesel generator, there

will be a charge for each 20 litre can of diesel that you use, currently £30 per can. We make this charge to encourage the efficient use of the diesel generator e.g. switching it off at night. I have no reason to think that the hydro will fail as we do have it regularly maintained but it obviously can have faults or fail in a rare highland long dry spell or complete freeze. *There is no wifi or telephone signal at Glenuaig Lodge.*

Any internet service at the property is not guaranteed and you agree not to abuse it and to indemnify the owner in case of claims through your party's abuse of it (for example, but not limited to, defamation, harassment, pornography etc.).

On the day of your **arrival, you may enter the house at or after 4.00pm** (occasionally the housekeepers may take up to 5.00pm to prepare the house for you, please let them do this unhindered) and **you will be required to leave by 9.45am sharp on the day of your departure.**

It is a condition of your let that you leave the property and its contents clean and tidy, returning any furniture or bedding moved to its original place. Where this condition is not reasonably met you will be charged for extra staff help.

For the properties on the **Glencarron Estate** in Scotland (that is, all properties except Toad Hall, Suffolk), it is a condition of hire that you abide by all the Estate rules at the end of these Terms and Conditions and that you liaise with and obey the Estate Stalker regarding where you walk on the Estate in the stalking season (1st July to 15th February); in late September and October this is likely to restrict your walking on the estate.

You, the hirer, will pay to the owner all costs resulting from any breakage or damage at the property caused by you or any member of your party.

The number of persons occupying the property, NIGHT OR DAY, must not exceed that number agreed in advance with the owner. The property is not let for functions. If you hire Glencarron Lodge, together with any or all the other properties on the Glencarron Estate, the number of people entering Glencarron Lodge at any time must not exceed 24. When hiring more than one property, other than through My Favourite Cottages, bed linen and towels laundry are charged at cost (currently £13 per bed space) for all properties hired, once number of changes and linen usage is known.

We clean and maintain the properties carefully. If you find any problems or the property is not as described, you must please inform the housekeeper/caretaker, agent or owner as soon as this is apparent.

You must conduct your own risk assessment of the property on arrival, with your party in mind, and take action to reduce risks as far as possible. Please let the owner know immediately of any unacceptable risks.

Toad Hall is a delightful C16 house but therefore has some potential hazards e.g. the staircases are steep and may not suit the elderly but the ground floor bedroom, WC and shower are then useful. There are a few low beams so you must take care of your head. The pond provides fun but you should obviously not leave children near it unattended.

The owner reserves the right to decline to hand over the property to any persons who, in his or his agent's opinion, are not suitable to take charge. In such cases, providing the booker has been honest and open about matters relating to his or her suitability to take charge of the property, hire charges shall be refunded and the liability of the owner shall cease.

Circumstances which prevent occupation - Should the property not be available on the dates booked for want of repair to, fire or flood or other damage to the property, which renders it uninhabitable, all rent, and any charges paid in full by you to us will be refunded in full and you accept that you will have no further claim against us or any of our agents. Should the property not be available on the dates booked for reasons beyond our control, including but not limited to, war, terrorism, earthquakes, hurricanes, acts (or on the advice) of government, plagues or epidemics, travel restrictions, inability to access the property due to bad weather, including floods or flood damage, quarantines, trade embargoes, closed borders or closed buildings, any damage deposit that you have paid will be repaid, but no rent paid by you will be repaid and you accept that you will have no further claim against us or any of our agents. No compensation, expenses, costs or other sums of any description will be payable by the owner.

Glenuaig Lodge has its own micro-hydro-electricity scheme with back-up diesel generator and LPG (gas) cooking and heating facilities and log burning stoves, which also heat the water in case of electricity failure. In the event that heavy snow in Glenuaig prevents your occupation of the property (it rarely snows that much or lies for long on the West Coast but it can, of course), we will offer you an alternative property in the area if we can or return all monies we have received in full or in part as appropriate. Please note that as you will be aware Glenuaig Lodge is not an ordinary house in an ordinary street with ordinary mains services. Given its location, we try to maintain Glenuaig Lodge to a high standard and we do generally succeed. If the weather or other circumstances cause systems to fail and the backup systems do not work then if the house is uninhabitable and you cannot stay there for any part of your holiday, we will offer alternative accommodation or make an appropriate refund but if you can or do remain at the house we will not make a partial refund or pay compensation to reflect any loss of service, for example, if the hydro-electricity or water is not fully functioning. Problems which cause the house to be uninhabitable are very rare but there may occasionally be some interruption of services. That is part of the adventure of Glenuaig and part of your experience in living in the remote wilderness. Generally, we do provide a luxurious experience at Glenuaig Lodge, but if you cannot manage without modern comforts guaranteed all the time please do not book.

The following applies to Glencarron Lodge, Glenuaig Lodge and Stag Lodge.

For guided nature walks, 4x4 and Argo safaris, deer stalking with camera or gun and salmon and trout fishing, or clay pigeon shooting please enquire.

GLENCARRON AND GLENUAIG ESTATE RULES AND IMPORTANT WARNINGS:

No shooting, fishing or other hunting or trapping of any kind is permitted on the Glencarron and Glenuaig Estate without the express written permission of the owners.

You may not bring firearms or other weapons onto the estate without the express written permission of the owner and you will be required to ask the Estate Stalker to put firearms in

a gun cabinet in his accommodation on arrival and when not in use. Use of your own firearms will be at the discretion of the Estate Stalker.

All shooting activities are on condition that you wear ear protectors – please ask the Stalker for these if you do not have any – and observe gun safety in general and in accordance with any instructions given by the stalker. All shooting activities are entirely at your own risk.

No off road driving is permitted on the Estate. Driving on the estate track roads must be with owner's permission, within the speed limit of 10 miles per hour and within the tracks.

All fishing is strictly by fly and all salmon and sea trout are strictly on a catch and release basis. All catches must be faithfully reported to the estate Stalker at his apartment. We reserve the right to require you not to fish further on the estate waters if we consider that you are abusing the facilities or not giving due consideration to others legitimately fishing on the estate.

For those hiring a property on the estate there is no further charge for fishing provided that you abide by these Estate Rules and inform us in writing that you are bringing a rod.

Use of the row boat must be by prior arrangement and is entirely at your own risk and on condition that you act responsibly, conduct your own risk assessment before you begin, supervise all children and you all wear appropriate buoyancy aids (there are some hanging in Glencarron Lodge gun room but the owner cannot guarantee the numbers and sizes of them so you should bring your own if you have them and want to be sure to have the appropriate sizes).

The Loch can have strong currents so that a grown man may not be able to row across it and it is very deep in places.

It is a condition of your hiring of property on the estate and of permission for any activity whatsoever that you do on the estate, that you obtain the owner's written permission for the activity, you undertake a full risk assessment of doing any activity and take all reasonable precautions to remove all possible risks to yourselves, other people, livestock, the land and all flora and fauna associated with it and the property and any other risk whatsoever. You do such activities entirely at your own risk.

For all activities, children under sixteen must be accompanied by sufficient adult parents or carers (over 21) to look after them and take responsibility for them. It is at the stalker's discretion to refuse to take groups out whose composition he considers poses an unacceptable risk.